

DEC 23 1976

MICHAEL RODAK, JR., CLERK

IN THE  
**Supreme Court of the United States**

\_\_\_\_\_  
No. 76-730  
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WILLIAM T. ADKINS,  
*Petitioner,*  
v.

I.T.O. CORPORATION OF BALTIMORE AND  
LIBERTY MUTUAL INSURANCE COMPANY

and

NATIONAL ASSOCIATION OF STEVEDORES,  
*Respondents.*

\_\_\_\_\_  
**MEMORANDUM OF NATIONAL ASSOCIATION OF  
STEVEDORES IN RESPONSE TO PETITION  
FOR A WRIT OF CERTIORARI**  
\_\_\_\_\_

THOMAS D. WILCOX  
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Washington, D. C. 20006

*Attorney for Respondent*  
*National Association of Stevedores*

IN THE  
**Supreme Court of the United States**

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WILLIAM T. ADKINS,  
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**MEMORANDUM OF NATIONAL ASSOCIATION OF  
STEVEDORES IN RESPONSE TO PETITION  
FOR A WRIT OF CERTIORARI**

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**PRELIMINARY STATEMENT**

This memorandum is filed on behalf of the respondent National Association of Stevedores ("Association") in response to the petition for certiorari filed herein on November 24, 1976. The Association was a party in this case before the Benefits Review Board (A. 1a)<sup>1</sup> and before the Court of Appeals below, both on the initial

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<sup>1</sup> All page citations to the Appendix to this Memorandum are herein preceded by the designation "A."

hearing and upon the rehearing in banc (Pet. A. 2a).<sup>2</sup> The judgment of the Court of Appeals, which does not appear in the Appendix to the Petition for Certiorari but which is reprinted at pages A. 2-4a of the Appendix to this Memorandum, list the Association as a party bound by the judgments below. Therefore, the Association is a party before this Court, and an automatic respondent to the Petition filed herein (A. 5a) (Supreme Court Rule 21[4]), and the caption to this Memorandum has been revised to reflect the status of the Association as a respondent to the Petition.

#### STATEMENT IN RESPONSE TO PETITION

The Association does not oppose the granting of the Petition for a Writ of Certiorari in this case. As the national representative of the stevedoring and marine terminal industry, the Association strongly supports an early, definitive resolution of the coverage issues raised by the 1972 amendments to the Longshoremen's and Harbor Workers' Compensation Act ("the Act").<sup>3</sup> Although it is the position of the Association that this particular case was correctly decided in the court below, it is evident that the Court of Appeals for the Fourth Circuit's decisions below have not brought about a uniform interpretation of the Act's coverage provisions at the Benefits Review Board level and among the Courts of Appeals for the various circuits.

The Benefits Review Board has announced that it will not follow the decision of the court below, but will continue to adhere to its own interpretation of the Act's coverage. *Bradshaw v. J. A. McCarthy, Inc.*, 3 BRBS 195 (Nos. 75-209, 209-A, 209-B, January 26, 1976). The

<sup>2</sup> All page citations to the Petitioner's Appendix are herein preceded by the designation "Pet. A."

<sup>3</sup> 33 U.S.C. § 901 *et seq.*

Courts of Appeals which have addressed the coverage issue have generated a diversity of results and legal theories but have not succeeded in resolving the issue.<sup>4</sup>

Since the Petition for a Writ of Certiorari was filed in this case, the Court has granted certiorari to review the decisions of the Court of Appeals for the Second Circuit in *Blundo* and *Caputo*.<sup>5</sup> The Association welcomes these grants of certiorari because review of the *Blundo* and *Caputo* cases will enable the Court to resolve the difficult questions which have arisen with respect to interpretation of the scope of coverage afforded by the 1972 amendments to the Act.

The Association believes, however, that the Court's review of these questions will be facilitated, and the scope of its ultimate decision perhaps broadened, by the consideration of this case together with *Blundo* and *Caputo*. In addition to presenting a further factual context in which to consider the effect of the 1972 amendments, the record in this case contains certain detailed factual in-

<sup>4</sup> *Stockman v. John T. Clark & Son of Boston, Inc.*, No. 75-1360 (1st Cir., decided July 27, 1976). *Pittston Stevedoring Corp. v. Dellaventura* (2d Cir. Nos. 1004, 1014, 1044, 1111, decided July 1, 1976). *Sea-Land Service, Inc. v. Director, Office of Workers' Compensation Programs*, No. 75-2039 (3rd Cir., decided August 5, 1976). *Perdue v. Jacksonville Shipyards, Inc.*, 1 BRBS 297 (Jan. 31, 1975), appeal docketed, No. 75-1659 (5th Cir., filed March 13, 1975). *Weyerhaeuser Co. v. Gilmore*, 528 F.2d 957 (9th Cir. 1976). For a summary of the conflicts and differences in reasoning contained in these cases, see the Petitions for Writs of Certiorari filed in *International Terminal Operating Co. v. Blundo*, No. 76-454, cert. granted, December 6, 1976, (hereinafter "*Blundo*") and *John T. Clark & Son v. Stockman*, No. 76-571, filed October 22, 1976.

<sup>5</sup> *Pittston Stevedoring Corp. v. Dellaventura* (2d Cir. Nos. 1004, 1014, 1044, 1111, decided July 1, 1976, cert. granted December 6, 1976 sub nom. *International Terminal Operating Co. v. Blundo* (No. 76-454) ("*Blundo*") and *Northeast Marine Terminal Co. v. Caputo* (No. 76-444) ("*Caputo*"). The Second Circuit's *Pittston* decision has not been officially reported but appears at p. 1a of the Appendix to the *Blundo* petition.

formation regarding the structure and operation of the stevedore and marine terminal industry in the United States. This information is in the form of a 51 page survey entitled "The Stevedore and Marine Terminal Practices at Ports of the United States" which was submitted by the Association in its capacity as a party to the proceedings below. The report was considered by the Fourth Circuit Court of Appeals and is part of the record below (A. 6a). We have been advised by the Clerk of the Court that it would be forwarded to this Court for its consideration if certiorari were granted in this case.

A copy of the report appears in the Appendix to this Memorandum at page A. 7a. The Association believes that consideration by the Court of this report would be of great value in resolving the difficult questions of interpretation raised by the 1972 amendments.<sup>6</sup>

Respectfully submitted,

THOMAS D. WILCOX  
919 Eighteenth Street, N.W.  
Suite 820  
Washington, D. C. 20006  
*Attorney for Respondent*  
*National Association of Stevedores*

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<sup>6</sup> The report could, of course, be cited and relied upon by the parties and the Court in the *Blundo* and *Caputo* cases as a part of the record in a closely related case. In view of the report's importance, however, the Court may conclude that formal acceptance of the *Adkins* record is the more appropriate course to follow.

## APPENDIX

1a

U. S. DEPARTMENT OF LABOR

BENEFITS REVIEW BOARD [Emblem]

Washington, D. C. 20210

[Filed as part of the Record May 16, 1974, Elizabeth  
Rogers Ritz, Clerk, Benefits Review Board]

BRB No. 74-123

I.T.O. CORPORATION OF BALTIMORE

and

LIBERTY MUTUAL INSURANCE COMPANY,

*Petitioners*

v.

WILLIAM T. ADKINS,

*Respondent*

ORDER

The National Association of Stevedores, having petitioned this Board for leave to intervene in this matter and having demonstrated that its rights may be affected by the outcome herein, is hereby

GRANTED

Leave to intervene pursuant to 20 C.F.R. Ch. VII, § 802.213. The Board finds that the final disposition of this case will not be delayed by the granting of this petition.

/s/ Ruth V. Washington  
RUTH V. WASHINGTON, Chairperson

/s/ Ralph M. Hartman  
RALPH M. HARTMAN, Member

/s/ Julius Miller  
JULIUS MILLER, Member

Dated this 16th day of May 1974.

UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

No. 75-1088

NATIONAL ASSOCIATION OF STEVEDORES  
and  
CALIFORNIA STEVEDORE & BALLAST Co.,  
CAROLINA SHIPPING COMPANY,  
THE CHESAPEAKE OPERATING COMPANY,  
CALICO TERMINAL Co., INC.,  
JOHN T. CLARK & SON OF BOSTON,  
BERNARD S. COSTELLO, INC.,  
DIXIE STEVEDORES, INC.,  
ELLER & COMPANY, INC.,  
GLOBAL TERMINAL & CONTAINER SERVICES, INC.,  
FEDERAL MARINE TERMINALS, INC.,  
GULF STEVEDORE CORP.,  
HARRINGTON & COMPANY, INC.,  
HOWLAND HOOK MARINE TERMINAL CORP.,  
INDEPENDENT PIER Co.,  
INTERNATIONAL GREAT LAKES SHIPPING CO.,  
INTERNATIONAL TERMINAL OPERATING Co., INC.,  
LAKE CHARLES STEVEDORES, INC.,  
LAVINO SHIPPING Co.,  
LUCKENBACH STEAMSHIP Co., INC.,  
McCABE, HAMILTON & RENNY Co., LTD.,  
JOHN W. McGRATH CORP.,  
MAHER TERMINALS, INC.,  
METROPOLITAN STEVEDORE Co.,  
MATSON TERMINALS, INC.,  
NACIREMA OPERATING Co., INC.,  
NEW BEDFORD STEVEDORING CORP.,  
NORTHEAST MARINE TERMINAL Co., INC.,  
OLD DOMINION STEVEDORING CORP.,  
JOHN J. ORR & SON, INC.,  
PALMETTO SHIPPING & STEVEDORING Co., INC.,

PATE STEVEDORING Co.,  
P. C. PFEIFFER Co., INC.,  
PITTSTON STEVEDORING CORP.,  
PORT STEVEDORING COMPANY, INC.,  
RYAN-WALSH STEVEDORING Co., INC.,  
SHIPPERS STEVEDORING Co.,  
T. SMITH & SON, INC.,  
STRACHAN SHIPPING Co.,  
TRANSOCEANIC TERMINAL CORP.,  
UNIVERSAL MARITIME SERVICE CORP.,  
WESTFALL STEVEDORE Co.,  
WILMINGTON SHIPPING Co.,  
YOUNG AND COMPANY OF HOUSTON,  
its member companies,

vs. *Petitioners,*

BENEFITS REVIEW BOARD,  
U.S. DEPARTMENT OF LABOR,  
WILLIAM T. ATKINS,

*Respondents.*

On Petition for Review of the Decision of  
The Benefits Review Board

THIS CAUSE came on to be heard upon the petition of the National Association of Stevedores for review of the order of the Benefits Review Board in the matter of William T. Adkins vs. I.T.O. Corporation of Baltimore, dated November 29, 1974, in proceedings before the said Board known upon its records as BRB No. 74-123; and the said cause was argued by counsel.

ON CONSIDERATION WHEREOF, It is ordered, adjudged and decreed by the United States Court of Ap-

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peals for the Fourth Circuit, that the decision of the Benefits Review Board is reversed.

/s/ William K. Slate, II  
Clerk

[Filed Aug. 26, 1976,  
U.S. Court of Appeals, Fourth Circuit]

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SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1976

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No. 76-730

WILLIAM T. ADKINS,  
*Petitioner*

vs.

I.T.O. CORPORATION OF BALTIMORE

and

LIBERTY MUTUAL INSURANCE COMPANY,  
*Appellee-Respondent*

To THOMAS D. WILCOX, Counsel for Respondent:

YOU ARE HEREBY NOTIFIED that a petition for a writ of certiorari in the above-entitled and numbered case was docketed in the Supreme Court of the United States on the 24th day of November, 1976.

At the request of the Clerk of the Supreme Court, we are sending attached hereto an appearance form to be filed by you, or other counsel who will represent your party, with the Clerk at or before the time you file your response to our petition or jurisdictional statement.

THOMAS W. GLEASON  
*Counsel for Petitioner*  
17 Battery Place, Suite 600  
New York, New York 10004

NOTE: Please indicate whether the case is an appeal or a petition for certiorari by crossing out the in-applicable terms. A copy of this notice need *not* be filed in the Supreme Court.

6a

UNITED STATES COURT OF APPEALS  
FOURTH CIRCUIT

William K. Slate, II  
Clerk

Telephone 782-2213  
Area Code 804  
Tenth and Main Streets  
Richmond, Virginia 23219

December 14, 1976

Mr. Thomas D. Wilcox  
National Association of Stevedores  
919 - 18th Street, N.W.  
Washington, D. C. 20006

Re: No. 75-1051, I.T.O. Corporation of Baltimore,  
etc., et al. v. Benefits Review Board, etc., et al.

Dear Mr. Wilcox:

This is to advise you that the *Stevedore and Marine  
Terminal Practices at Ports of the United States* was  
timely filed in this office on May 8, 1975.

Sincerely,

WILLIAM K. SLATE, II

By: /s/ Julian H. Layne  
JULIAN H. LAYNE  
Deputy Clerk

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STEVEDORE AND MARINE TERMINAL  
PRACTICES AT PORTS OF THE  
UNITED STATES

**STEVEDORE AND MARINE TERMINAL PRACTICES  
AT PORTS OF THE UNITED STATES**

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# **STEVEDORE AND MARINE TERMINAL PRACTICES AT PORTS OF THE UNITED STATES**

The following summary statements have been prepared by member companies of the National Association of Stevedores, plus some stevedore employer members of other organizations. The statements generally discuss the manner in which labor is hired to perform stevedoring operations and marine terminal cargo handling operations. The statements identify the ownership of marine terminal facilities at 36 ports in the United States, and describe what takes place functionally in the movement of water-borne commerce.

Essentially, the movement of water-borne commerce across marine terminals in the United States involves two distinct and separate functions which are performed by two distinct employers. The stevedore employer hires longshore labor to physically load cargo onto or unload cargo from a vessel. In the case of imported cargo, the cargo unloaded from the vessel is moved by the longshore workers to storage area, holding area, or marshalling area known throughout the maritime industry as the "point of rest". In the case of exports, the cargo is moved from the "point of rest" to and then onto the vessel.

Any movement or handling of water-borne cargo, import or export, between the point of rest and any place on the marine terminal or away from the terminal facility is a terminal operation performed by a marine terminal operator, private or public. The labor which performs such functions are terminal labor, sometimes called "shortshoremen". Although the workers which perform stevedore and terminal functions may be from the same union organization, each class of worker is paid from a separate payroll and are subject to special work rules.

The statements all agree on one concept long accepted throughout the maritime industry—that there is a clear and distinct line of separation between stevedoring and marine terminal functions. The functional separation takes place at the point of rest where control and responsibility for the cargo is transferred between the stevedore and the marine terminal operator. Labor contracts change at the point of rest as does the interest for whom the services are performed. It is at this line, then, the point of rest, at which the coverage of the federal Longshoremen's and Harbor Workers' Compensation Act commences and terminates.

## NORTH ATLANTIC

### BALTIMORE, MARYLAND

#### *Baltimore, Md.*

*Dundalk Marine Terminal*—Owned by the Maryland Port Administration of the Maryland Department of Transportation. We operate under lease arrangement at Shed #4 for our bulk cargo operation and also lease storage area for our container operation. Stevedoring is performed to or from "point of rest" and this holds true whether break bulk or containers. Terminal labor does not interchange with ship labor. Clerks and Checkers are hired each day specifically for ship or terminal and do not interchange on that same day. Gearmen and Mechanics could work on the vessel and the terminal at the same day. Truckloading/Unloading is performed by longshoremen hired as terminal labor, however Railroad Car Loading/Unloading labor is hired from Local 1429 which is separate and distinct from shipworkers (longshoremen). Maintenance of mechanical equipment is performed in our own shop approximately 300 feet from transit shed.

## NORTH ATLANTIC

### BOSTON

A. At the Port of Boston, the Massachusetts Port Authority own all breakbulk cargo and container berth facilities with exception of the Boston Army Base, which is leased by them from the United States Government. The Massachusetts Port Authority sublease the Boston Army Base to Port Terminal, Inc., who maintain the physical berth areas and also operate public warehouse sheds at this facility.

B. The breakbulk terminal facilities in the Port of Boston are as follows:

1. Pier 1, East Boston, is a three berth breakbulk general cargo terminal, which is owned by the Massachusetts Port Authority. The Massachusetts Port Authority collects dockage, wharfage and usage charges and maintains this terminal and in addition their employees, who are non deepwater I.L.A. labor, perform the railcar loading and unloading of import and export waterborne cargoes at this facility. I.T.O. Corporation of New England perform stevedoring and terminal services, including clerking, checking, dockwatching, coopering, delivery and receiving of cargo and the stripping and stuffing of containers at this facility.

2. Boston Army Base is a ten berth breakbulk general cargo terminal, which is leased from the United States Government by the Massachusetts Port Authority, who in turn, sublease this facility to Port Terminals, Inc. Port Terminals, Inc. collects dockage, wharfage and usage charges and maintains this terminal and in addition their employees, who are non I.L.A. deepwater labor, perform the railcar loading and unloading of waterborne import and export cargoes. Port Terminals also operate public warehousing sheds at this facility and perform the railcar loading and unloading of domestic cargoes. John T. Clark and Son of Boston, Inc. perform stevedoring and terminal services, including clerking, checking, dockwatching, coopering, delivery and receiving of cargo and also the stripping and stuffing of container cargoes at this facility.

3. Castle Island Terminal is six berth breakbulk general cargo terminal, which is owned by the Massachusetts Port Authority. The Massachusetts Port Authority collects dockage, wharfage and usage charges and in addition their employees, who are non I.L.A. deep-

water labor, perform railcar loading and unloading of import and export waterborne cargoes at this facility. I.T.O. Corporation of New England, John T. Clark and Son of Boston, Inc. and Terminal Services (Boston), Inc. all perform stevedoring and terminal services at the Castle Island Terminal.

4. It is interesting to note in connection with the subject in reference that all of the above-mentioned breakbulk general cargo facilities truck loading and unloading by I.L.A. deepwater labor is not a mandatory work practice or procedure. The truck loading and unloading of import and export waterborne cargo, which basically is the same work procedure of stripping and stuffing of container cargo, has been performed historically by teamster truck driver labor or independent trucking operators. The teamster truck driver labor bring their own forklift trucks to the pier or rent a forklift truck at the pier from a equipment rental company. The teamster truck drivers operate the forklift trucks and in the case of import cargo transport the cargo from the "point-of-rest" in the pier shed to their trucks where they physically load the cargo into the trucks and in the case of export cargo the teamster truck driver labor physically unload cargo from their trucks and transport same by forklift truck to the "point-of-rest" inside the pier shed. I.L.A. truck loading and unloading services are available on a voluntary basis at all breakbulk general cargo berths, however, through historical customs and practice, teamster truck driver labor perform nearly all truck loading and unloading services at general cargo piers.

5. The stevedoring and terminal functions connected with the discharging and loading of waterborne cargoes are two separate and distinct work areas. The stevedoring function covers the physical loading and unloading of cargo to or from a vessel. In the case of a

vessel loading operation, it includes the removal of cargo from "point-of-rest" on pier and transporting same to the end of ship's tackle on the dock, where cargo is hoisted onboard and stowed within vessels' holds, and in the case of a vessel discharging operation, it includes the removal of cargo from stowage within the vessel's hold and hoisting same to the end of ship's tackle on the dock where it is transported to a "point-of-rest" within the shed. The stevedoring function on loading vessels commences at the "point-of-rest" and terminates with the stowage of the cargo on board the vessel and on discharging vessels commences with the removal of cargo from stowage on board the vessel and terminates with the placing of the cargo at the "point-of-rest" on the dock.

6. The terminal function in connection with export or loading cargo commences with the receiving of cargo from trucks or railcars and terminates when the cargo is brought to a "point-of-rest" within the shed in connection with import or discharging cargo commences with the removal of the cargo from the "point-of-rest" when delivered to trucks or railcars.

C. Under union labor contract provisions, terminal workers cannot be employed for vessel loading and discharging operations but rather separate vessel labor namely longshoremen gangs and hatch checkers are employed for vessel operation independently of terminal labor.

D. Separate payrolls are maintained for vessel workers, (longshoremen), who are employed to load export cargoes from "point-of-rest" on dock into vessels and to discharge import cargoes from vessel to a "point-of-rest" on dock and for terminal labor, who are employed to receive export cargo from trucks or railcars to a "point-of-rest" on dock and deliver import cargo from "point-of-rest" on dock to trucks or railcars.

E. Maintenance or gearmen work primarily on the terminal and while they may be assigned to a specific vessel during cargo operations, their principal function is to lay out gear on the dock for use by longshoremen gangs employed for vessel loading and discharging operations.

F. Equipment maintenance is performed in special gear rooms, which are usually situated outside of the physical pier cargo working areas.

G. Vessel cargo checkers are employed for vessel work only and cannot be used as terminal or warehouse checkers on the same day. The only exception to this mandatory work rule would be on a full employment day, if, there was a shortage of terminal checkers, and a vessel finished prior to 5:00 P.M., the hatch checkers could then be used as terminal checkers, which occurrence would be out of the ordinary circumstance at this port.

H. The truck loading and unloading of breakbulk general cargoes is performed primarily by teamster trucking company labor and railcar loading and unloading is performed by warehouse (non I.L.A. deepwater labor). The information outlined in the aforementioned Paragraphs B1, 2, 3 and 4 explain in detail truck and railcar loading and unloading labor procedures currently in effect at this port.

I. The container terminal facilities at this port are as follows:

1. John F. Moran Container Terminal is owned by the Massachusetts Port Authority, who employ Bernard S. Costello, Inc. to perform stevedoring and terminal services at this container facility.

2. Sea-Land Terminal, Castle Island, is owned by the Massachusetts Port Authority and leased to Sea-Land Service, Inc., who employ John T. Clark and Son of

Boston, Inc. to perform stevedoring and terminal services at this container facility.

Stevedoring and terminal operations, both for breakbulk and container vessels, are separate and distinct work functions. The stevedoring work function for both breakbulk and container vessels is performed by longshoremen gangs, who are employed for vessel work *ONLY* on a daily basis with a four (4) hour minimum wage guarantee. The longshoremen gangs in the case of loading export cargo remove the breakbulk or containerized cargo from the "point-of-rest" in the shed or container yard and transport same to the end of ship's tackle where it is hoisted on board by ship's gear or container crane and stowed in the vessel's holds and in the case of discharging import cargo the longshoremen gangs remove the breakbulk or containerized cargo from stowage within the vessel's holds and hoist same out of the vessel by ship's gear or container crane to the end of ship's or crane tackle, where it is then transported to the "point-of-rest" within the shed or container storage yard. The terminal work function in the case of export cargo covers the receiving of breakbulk or containerized cargo, usually several days prior to vessel's operation, and placing same to a "point-of-rest" in a shed or container yard storage area and in the case of import cargo covers the delivery of breakbulk or containerized cargo, usually several days after vessel's operations have been completed, from the "point-of-rest" within the shed or container yard storage area. The longshoremen gang vessel operational functions and terminal labor operational functions are maintained on separate payrolls.

## NORTH ATLANTIC PORTS

### BRIDGEPORT, CONNECTICUT

- A. Port area—Bridgeport, Connecticut
- B. We own and operate the only deep water, dry cargo terminal in the port and perform both the terminal (warehouse) operations and the stevedoring operations.
- C. We have 2 contracts with I.L.A. Local 1398—one covering terminal workers who perform terminal functions, the other covering longshoremen who perform the stevedoring function. The latter contract matches identically with regard to rates, and closely with regard to other conditions, the Atlantic Coast master contract. The terminal workers' contract varies considerably. The terminal workers can, and sometimes do, work on vessels. The reverse rarely, if ever, happens.
- D. Separate payrolls are maintained.
- E. Maintenance or gearmen would very likely work both on the vessel and the terminal on the same day.
- F. Equipment maintenance performed in the garage/gear shed on the terminal.
- G. Vessel cargo checkers are longshoremen and are not employed as terminal checkers. Occasionally, terminal checkers do work as vessel checkers when a vessel is in port.
- H. Truck and carloading is performed by our regularly employed terminal workers. We maintain a steady labor force to handle this work.

Generally speaking, our operation fits the statement made in the next to the last paragraph of your memorandum.

The longshoremen perform all work on the vessel and the movement of the cargo to its point of rest (or "second point of rest" if you will). The terminal workers function is the delivery of the cargo to the consignee, i.e., truckloading. This holds true in the case of steel cargoes and other bulk cargoes with which we are concerned. Lumber is an exception. In this case, the custom has been that the longshoremen's function ends at the end of ship's tackle. The operation of the machines transporting it to the piling area and the piling are terminal workers' functions.

I trust the above is responsive to your request. If you have any further questions I would be pleased to hear from you.

## NORTH ATLANTIC

### CAMDEN, NEW JERSEY

#### *Port of Camden, New Jersey*

- (1) *Broadway Terminal*—We operate at this terminal under a lease arrangement with the South Jersey Port Corporation, an agency of the State of New Jersey. Our operation consists of providing stevedoring and terminal services to various steamship companies under separate contract. Stevedoring ceases at "point of rest" and there is no interchange of workers from ship to terminal or vice-versa. Terminal labor is secured from ILA local (1332) which is separate and distinct from ship workers. Separate payrolls are maintained but only for insurance purposes. Gearmen and/or mechanics do not, as a general rule, go aboard ship. There could be exceptions to this as in the case of setting up exhaust blowers, night lights, minor fork lift repairs (if being used in vessel) etc.

However normal gear and machinery maintenance is accomplished in a building some 125 feet from ship side. Cargo checkers would perform a dual function in any one day if in the event a vessel finished by noontime and the checkers were re-assigned to terminal work in the afternoon. Truck and car loading/unloading is performed by separate labor from Local 1332 (as mentioned above).

- (2) *Camden Marine Terminal (Beckett St.)*—This terminal is owned by the South Jersey Port Corporation and they perform all terminal services except clerking and checking. Terminal workers are state employees and work directly for South Jersey Port Corp. We perform stevedoring, clerking and checking on a ship to ship basis and there is no interchange of longshore workers from ship to terminal. Checkers, however, could perform a dual service under similar circumstances as mentioned in (1) above. Gearmen and Mechanics also operate similarly as (1) above except that we provide a truck in the vicinity of the ship berth as a base for minor repairs.

## NORTH ATLANTIC PORTS

### HAMPTON ROADS/PORTSMOUTH, VA.

#### *Hampton Roads/Portsmouth, Va.*

*Portsmouth Marine Terminal*—This terminal, located in Portsmouth, Va. is owned by The Virginia Port Authority and leased to Portsmouth Terminals, Inc. for operation as a public pier which is basically a container facility accommodating full and partial container vessels, roll-on roll-off vessels (Ro-Ro) and U/B Automobile vessels. Only a token amount of

break-bulk business is handled since there are no transit sheds available for this purpose. The vessels which we stevedore at this terminal, both Container and Ro-Ro, follow the "point of rest" theory. Terminal services are provided exclusively by Portsmouth Terminals, Inc. under charges, rules and regulations as published in Norfolk Marine Terminal Association Tariff No. 1-C (FMC-T-No. 4). In this connection we wish to mention that we provide the labor for Portsmouth Terminals, Inc. under a separate agreement although we have no hand in billing or receiving revenues for any of the terminal services provided. Our reason for pointing this out is to highlight the labor division indigenous to this area, i.e. longshoremen and checkers that work on vessels or deep-sea activities and shortshoremen and shortshore checkers who are confined to handling/checking all cargoes moving to or from the terminal via inland conveyances. Stuffing and stripping containers as well as checking same is performed by longshoremen (deep-sea) and longshore checkers even though this work is considered part of the terminal operation. It is possible, though not probable, that longshore checkers could work on a vessel and also work on stripping and stuffing containers on the same day. Insofar as gearmen and mechanics are concerned it is highly likely that on Ro-Ro vessels they could work on both vessel and terminal on the same day due to the nature of the gear and mechanical equipment involved both on and off the vessel. This is not apt to be the case on container vessels. Equipment maintenance is performed in our own shop located approximately one-quarter mile from ship side.

(a) Our stevedoring operations are confined to the Port of Hampton Roads.

(b) We operate at the following terminals:

(1) Norfolk International Terminals owned by Virginia Port Authority and operated by Maritime Terminals, Inc.

(2) Lamberts Point Docks and Sewells Point Division of Lamberts Point Docks, Inc. owned by Virginia Port Authority and operated by Lamberts Point Docks, Inc.

(3) Portsmouth Marine Terminals owned by Virginia Port Authority and operated by Portsmouth Terminals, Inc.

(4) Chesapeake and Ohio Railway Terminals owned by Virginia Port Authority, Piers "2", "B" and "C" are operated by the Chesapeake and Ohio Railway Co. and Pier "8" is operated by Tidewater Stevedoring Corp.

We take cargo from the ship's berth usually on the pier floor adjacent, and between 100 feet forward of the bow and 100 feet aft of the stern of the ship. From this point of rest, we load into ships. On discharging operations it is the reverse. We discharge to pier floor between 100 feet forward of bow and 100 feet aft of stern. Should there not be sufficient space in this area for all of the cargo, we use additional longshoremen to haul to or from the point of rest nearest to the above limits. Our longshoremen do not discharge the cargo from cars or trucks and place on pier floor as this is done by the terminal operators using terminal labor. Also, we do not take cargo that we have discharged to the pier floor and load into cars or trucks, as this too is a terminal function.

As regards to container operations, we take containers from a marshalling area and haul them to ship's side for loading. We, also, haul discharged containers to marshalling areas.

In this port, stevedoring companies do stuff and strip containers at designated areas on the terminal using longshoremen for this operation at all terminals except Portsmouth Terminals, Inc.

(c) As a jurisdictional matter, our labor contracts will not permit longshoremen to perform terminal work and vice versa.

(d) Terminal operators maintain separate payrolls for their men and we maintain separate payrolls for stevedoring.

(e) Our maintenance and gearmen work exclusively in conjunction with our stevedoring operation and perform no terminal oriented work.

(f) Equipment maintenance is performed in gear rooms at the various terminals, but usually not adjacent to piers.

(g) Cargo checkers and terminal checkers respect each others jurisdiction and as such are not interchangeable in a given day.

(f) Car and truck loading/unloading is performed by the terminal operators using terminal men employed by them.

## NORTH ATLANTIC

### RHODE ISLAND

#### *Providence—Rhode Island*

*Municipal Wharf, Fields Point*—This terminal consists of six berths and is owned and operated by the City of Providence. We perform stevedoring, clerking and checking on a ship to ship basis. We do not perform terminal services since truck loading/unloading is accomplished by the truckmen. Clerking

and checking is an ILA function, however, and we do provide this service for receiving/delivery of cargo. It is possible, although not probable, that cargo checkers also would be required to work as terminal checkers on the same day. Gearmen generally work on the pier although they could be required to go on board ship to hook-up blowers, night lights etc. Mechanics and equipment maintenance is provided by an outside contractor located in East Providence.

#### *Portsmouth—Rhode Island*

*Atlantic Terminals*—This is a privately owned terminal engaged exclusively in the handling of lumber and lumber products. We perform stevedoring to end of ship's tackle at which point Atlantic Terminal labor removes the cargo to point of rest in the warehouse. We perform clerking and checking services only while vessel is discharging. Gearmen and mechanics are handled in the same way as in Providence.

*U. S. Naval Construction Battalion Center—Davisville Rhode Island Pier 1 & 2*—These piers are operated by the U. S. Navy. We provide stevedoring services and clerking/checking while vessel is being worked. All terminal work is performed by Civil Service employees. We provide a gearman but no mechanics since all mechanical equipment is owned by the U. S. Navy. However we do provide the labor to operate the equipment.

## NORTH ATLANTIC

### PORT OF NEW YORK

- a) Port of New York—includes Manhattan, Brooklyn, Staten Island, Port Newark, Port Elizabeth, Hoboken, Jersey City, Bayonne and Weehawken.

- b) Terminal facilities—most are owned by the New York-New Jersey Port Authority or the City of New York and are leased directly to a steamship company or a terminal operator. In many instances a steamship company will lease the facility and will engage a terminal operator for both the stevedoring and terminal function. In other cases a company will be employed to perform stevedoring function while the terminal operations will be performed by a different company. The stevedoring company's function is between the vessel and a place of rest with the terminal function taking over from that point.
- c) Union contracts call for the hiring of labor by category i.e. terminal labor, drivers, ship labor, checker, coopers, maintenance, mechanics, etc. A man cannot be hired for terminal labor and be assigned to work on a vessel or vice versa.
- d) Separate allocations of payrolls are made for vessel and terminal operations even when handled by the same company. Such a difference is necessary also for cost analysis as in most cases rates are quoted on a separate basis.
- e) Maintenance or gearmen could necessarily work on a vessel and on the terminal the same day. Their need for ship work would be specific however and easily defined.
- f) Equipment maintenance is performed at pier garages and/or at main garages away from the waterfront facility. Mechanics duties would not necessitate there going aboard a vessel.
- g) Cargo checkers could be utilized in both vessel and terminal operations during the same day when performed by the same contractor. It is normal, however, for a checker to spend a full day in either oper-

ation without shifting. When performing in both functions each area is easily defined.

- h) Truck and car loading and unloading is performed by longshoremen and drivers with terminal labor category. They are employed by the company performing the terminal labor services.

Historically our industry in New York has been divided into two segments—Stevedoring and Terminal operations. Prior to the Waterfront Commission, truck loading and unloading was done by Public Loaders and vessel operations performed by contract stevedores. Their functions were distinct and separate. After the demise of the Public Loaders, the majority of large steamship companies performed their own terminal operations while vessel work remained with the contract stevedore. Most stevedoring companies then assumed the role of terminal operator in the servicing of their various accounts. It was not then and still is not unusual today, however, to have two different contractors (stevedoring and terminal) servicing a steamship company on the same facility.

As previously mentioned there is a clear distinction between the function of a stevedore and terminal operator in the Port of New York. The stevedores responsibility lies in the handling of cargo between the ship and the "point of rest" as defined by the Federal Maritime Commission in its General Order 15. All other services are handled by the terminal operator. Labor is specifically hired by category and is allocated and shown to be utilized in either the stevedoring or terminal function by the operator. There is a clear definition between the two operations and as such, should not be confused or questioned.

## SOUTH ATLANTIC

## CHARLESTON, SOUTH CAROLINA

1. Marine terminal facilities in the port of Charleston are owned by the South Carolina State Port Authority which operates all terminal and warehouse facilities using labor employed and paid by the port authority.
2. All truck and rail car loading and unloading is performed by state employees, and not by longshoremen.
3. Contract stevedores employ longshoremen to load and unload vessels in the port, and their activities are generally confined to the pier area immediately adjacent the vessel which extends in an area 100' from the bow of the vessel, outwardly approximately 300', and to a point 100' from the stern of the vessel.
4. For import cargo the stevedore unloads the vessel and places the cargo within the above defined area. The stevedore using longshore labor then moves the cargo to a transit shed or open storage area as designated by the port authority. Any further handling of the cargo is done by terminal workers employed by the state port authority. For export cargo, the procedure is reversed.
5. For import containerized cargoes the stevedore unloads the container and moves it to a place on the pier, called a "holding area". The state port authority receives the cargo from the stevedore at that point, and is responsible for all further handling, except stripping the container. Export containers are received by the port authority and placed in the "holding area". The stevedore receives the container from the port authority at the holding area and loads it onto the vessel.
6. If a container is to be stripped on terminal facility, it is moved, after remaining in the holding area, by longshore labor to the port authority transit shed. Long-

shore labor strip the container of its contents, and place the empty container back in the holding area. The cargo removed from the container is received by the port authority which is responsible for any further handling.

7. State port authority employees are not permitted to load or unload vessels, and longshoremen are not permitted to engage in terminal operations, truck and rail car loading/unloading, or maintenance of port authority equipment.

## SOUTH ATLANTIC

## GEORGETOWN, SOUTH CAROLINA

## Georgetown, South Carolina

- a. There are three facilities:
  1. International Paper Company private facilities,
  2. South Carolina State Port Authority pier,
  3. Georgetown Steel Corporation's pier.
- b. At all three facilities the stevedoring functions stop at the "point-of-rest". At the International Paper Company facilities, the Paper Company delivers to the warehouse. South Carolina State Port pier have the State Port Warehousemen deliver to the warehouse. At the Georgetown Steel pier, employees of Georgetown Steel Corporation (steel workers) deliver to the dock.
- c. From the above, you will note that separate unions and/or employees are involved in delivering to the warehouse or pier, with the Longshoremen only being concerned with loading from the "point-of-rest".
- d. Separate payrolls are maintained.
- e. Maintenance is performed by outside contractors.

vessel loading operation, it includes the removal of cargo from "point-of-rest" on pier and transporting same to the end of ship's tackle on the dock, where cargo is hoisted onboard and stowed within vessels' holds, and in the case of a vessel discharging operation, it includes the removal of cargo from stowage within the vessel's hold and hoisting same to the end of ship's tackle on the dock where it is transported to a "point-of-rest" within the shed. The stevedoring function on loading vessels commences at the "point-of-rest" and terminates with the stowage of the cargo on board the vessel and on discharging vessels commences with the removal of cargo from stowage on board the vessel and terminates with the placing of the cargo at the "point-of-rest" on the dock.

6. The terminal function in connection with export or loading cargo commences with the receiving of cargo from trucks or railcars and terminates when the cargo is brought to a "point-of-rest" within the shed in connection with import or discharging cargo commences with the removal of the cargo from the "point-of-rest" when delivered to trucks or railcars.

C. Under union labor contract provisions, terminal workers cannot be employed for vessel loading and discharging operations but rather separate vessel labor namely longshoremen gangs and hatch checkers are employed for vessel operation independently of terminal labor.

D. Separate payrolls are maintained for vessel workers, (longshoremen), who are employed to load export cargoes from "point-of-rest" on dock into vessels and to discharge import cargoes from vessel to a "point-of-rest" on dock and for terminal labor, who are employed to receive export cargo from trucks or railcars to a "point-of-rest" on dock and deliver import cargo from "point-of-rest" on dock to trucks or railcars.

E. Maintenance or gearmen work primarily on the terminal and while they may be assigned to a specific vessel during cargo operations, their principal function is to lay out gear on the dock for use by longshoremen gangs employed for vessel loading and discharging operations.

F. Equipment maintenance is performed in special gear rooms, which are usually situated outside of the physical pier cargo working areas.

G. Vessel cargo checkers are employed for vessel work only and cannot be used as terminal or warehouse checkers on the same day. The only exception to this mandatory work rule would be on a full employment day, if, there was a shortage of terminal checkers, and a vessel finished prior to 5:00 P.M., the hatch checkers could then be used as terminal checkers, which occurrence would be out of the ordinary circumstance at this port.

H. The truck loading and unloading of breakbulk general cargoes is performed primarily by teamster trucking company labor and railcar loading and unloading is performed by warehouse (non I.L.A. deepwater labor). The information outlined in the aforementioned Paragraphs B1, 2, 3 and 4 explain in detail truck and railcar loading and unloading labor procedures currently in effect at this port.

I. The container terminal facilities at this port are as follows:

1. John F. Moran Container Terminal is owned by the Massachusetts Port Authority, who employ Bernard S. Costello, Inc. to perform stevedoring and terminal services at this container facility.

2. Sea-Land Terminal, Castle Island, is owned by the Massachusetts Port Authority and leased to Sea-Land Service, Inc., who employ John T. Clark and Son of

Boston, Inc. to perform stevedoring and terminal services at this container facility.

Stevedoring and terminal operations, both for breakbulk and container vessels, are separate and distinct work functions. The stevedoring work function for both breakbulk and container vessels is performed by longshoremen gangs, who are employed for vessel work *ONLY* on a daily basis with a four (4) hour minimum wage guarantee. The longshoremen gangs in the case of loading export cargo remove the breakbulk or containerized cargo from the "point-of-rest" in the shed or container yard and transport same to the end of ship's tackle where it is hoisted on board by ship's gear or container crane and stowed in the vessel's holds and in the case of discharging import cargo the longshoremen gangs remove the breakbulk or containerized cargo from stowage within the vessel's holds and hoist same out of the vessel by ship's gear or container crane to the end of ship's or crane tackle, where it is then transported to the "point-of-rest" within the shed or container storage yard. The terminal work function in the case of export cargo covers the receiving of breakbulk or containerized cargo, usually several days prior to vessel's operation, and placing same to a "point-of-rest" in a shed or container yard storage area and in the case of import cargo covers the delivery of breakbulk or containerized cargo, usually several days after vessel's operations have been completed, from the "point-of-rest" within the shed or container yard storage area. The longshoremen gang vessel operational functions and terminal labor operational functions are maintained on separate payrolls.

## NORTH ATLANTIC PORTS

### BRIDGEPORT, CONNECTICUT

- A. Port area—Bridgeport, Connecticut
- B. We own and operate the only deep water, dry cargo terminal in the port and perform both the terminal (warehouse) operations and the stevedoring operations.
- C. We have 2 contracts with I.L.A. Local 1398—one covering terminal workers who perform terminal functions, the other covering longshoremen who perform the stevedoring function. The latter contract matches identically with regard to rates, and closely with regard to other conditions, the Atlantic Coast master contract. The terminal workers' contract varies considerably. The terminal workers can, and sometimes do, work on vessels. The reverse rarely, if ever, happens.
- D. Separate payrolls are maintained.
- E. Maintenance or gearmen would very likely work both on the vessel and the terminal on the same day.
- F. Equipment maintenance performed in the garage/gear shed on the terminal.
- G. Vessel cargo checkers are longshoremen and are not employed as terminal checkers. Occasionally, terminal checkers do work as vessel checkers when a vessel is in port.
- H. Truck and carloading is performed by our regularly employed terminal workers. We maintain a steady labor force to handle this work.

Generally speaking, our operation fits the statement made in the next to the last paragraph of your memorandum.

The longshoremen perform all work on the vessel and the movement of the cargo to its point of rest (or "second point of rest" if you will). The terminal workers function is the delivery of the cargo to the consignee, i.e., truckloading. This holds true in the case of steel cargoes and other bulk cargoes with which we are concerned. Lumber is an exception. In this case, the custom has been that the longshoremen's function ends at the end of ship's tackle. The operation of the machines transporting it to the piling area and the piling are terminal workers' functions.

I trust the above is responsive to your request. If you have any further questions I would be pleased to hear from you.

## NORTH ATLANTIC

### CAMDEN, NEW JERSEY

#### *Port of Camden, New Jersey*

- (1) *Broadway Terminal*—We operate at this terminal under a lease arrangement with the South Jersey Port Corporation, an agency of the State of New Jersey. Our operation consists of providing stevedoring and terminal services to various steamship companies under separate contract. Stevedoring ceases at "point of rest" and there is no interchange of workers from ship to terminal or vice-versa. Terminal labor is secured from ILA local (1332) which is separate and distinct from ship workers. Separate payrolls are maintained but only for insurance purposes. Gearmen and/or mechanics do not, as a general rule, go aboard ship. There could be exceptions to this as in the case of setting up exhaust blowers, night lights, minor fork lift repairs (if being used in vessel) etc.

However normal gear and machinery maintenance is accomplished in a building some 125 feet from ship side. Cargo checkers would perform a dual function in any one day if in the event a vessel finished by noontime and the checkers were re-assigned to terminal work in the afternoon. Truck and car loading/unloading is performed by separate labor from Local 1332 (as mentioned above).

- (2) *Camden Marine Terminal (Beckett St.)*—This terminal is owned by the South Jersey Port Corporation and they perform all terminal services except clerking and checking. Terminal workers are state employees and work directly for South Jersey Port Corp. We perform stevedoring, clerking and checking on a ship to ship basis and there is no interchange of longshore workers from ship to terminal. Checkers, however, could perform a dual service under similar circumstances as mentioned in (1) above. Gearmen and Mechanics also operate similarly as (1) above except that we provide a truck in the vicinity of the ship berth as a base for minor repairs.

## NORTH ATLANTIC PORTS

### HAMPTON ROADS/PORTSMOUTH, VA.

#### *Hampton Roads/Portsmouth, Va.*

*Portsmouth Marine Terminal*—This terminal, located in Portsmouth, Va. is owned by The Virginia Port Authority and leased to Portsmouth Terminals, Inc. for operation as a public pier which is basically a container facility accommodating full and partial container vessels, roll-on roll-off vessels (Ro-Ro) and U/B Automobile vessels. Only a token amount of

break-bulk business is handled since there are no transit sheds available for this purpose. The vessels which we stevedore at this terminal, both Container and Ro-Ro, follow the "point of rest" theory. Terminal services are provided exclusively by Portsmouth Terminals, Inc. under charges, rules and regulations as published in Norfolk Marine Terminal Association Tariff No. 1-C (FMC-T-No. 4). In this connection we wish to mention that we provide the labor for Portsmouth Terminals, Inc. under a separate agreement although we have no hand in billing or receiving revenues for any of the terminal services provided. Our reason for pointing this out is to highlight the labor division indigenous to this area, i.e. longshoremen and checkers that work on vessels or deep-sea activities and shortshoremen and shortshore checkers who are confined to handling/checking all cargoes moving to or from the terminal via inland conveyances. Stuffing and stripping containers as well as checking same is performed by longshoremen (deep-sea) and longshore checkers even though this work is considered part of the terminal operation. It is possible, though not probable, that longshore checkers could work on a vessel and also work on stripping and stuffing containers on the same day. Insofar as gearmen and mechanics are concerned it is highly likely that on Ro-Ro vessels they could work on both vessel and terminal on the same day due to the nature of the gear and mechanical equipment involved both on and off the vessel. This is not apt to be the case on container vessels. Equipment maintenance is performed in our own shop located approximately one-quarter mile from ship side.

(a) Our stevedoring operations are confined to the Port of Hampton Roads.

(b) We operate at the following terminals:

(1) Norfolk International Terminals owned by Virginia Port Authority and operated by Maritime Terminals, Inc.

(2) Lamberts Point Docks and Sewells Point Division of Lamberts Point Docks, Inc. owned by Virginia Port Authority and operated by Lamberts Point Docks, Inc.

(3) Portsmouth Marine Terminals owned by Virginia Port Authority and operated by Portsmouth Terminals, Inc.

(4) Chesapeake and Ohio Railway Terminals owned by Virginia Port Authority, Piers "2", "B" and "C" are operated by the Chesapeake and Ohio Railway Co. and Pier "8" is operated by Tidewater Stevedoring Corp.

We take cargo from the ship's berth usually on the pier floor adjacent, and between 100 feet forward of the bow and 100 feet aft of the stern of the ship. From this point of rest, we load into ships. On discharging operations it is the reverse. We discharge to pier floor between 100 feet forward of bow and 100 feet aft of stern. Should there not be sufficient space in this area for all of the cargo, we use additional longshoremen to haul to or from the point of rest nearest to the above limits. Our longshoremen do not discharge the cargo from cars or trucks and place on pier floor as this is done by the terminal operators using terminal labor. Also, we do not take cargo that we have discharged to the pier floor and load into cars or trucks, as this too is a terminal function.

As regards to container operations, we take containers from a marshalling area and haul them to ship's side for loading. We, also, haul discharged containers to marshalling areas.

In this port, stevedoring companies do stuff and strip containers at designated areas on the terminal using longshoremen for this operation at all terminals except Portsmouth Terminals, Inc.

(c) As a jurisdictional matter, our labor contracts will not permit longshoremen to perform terminal work and vice versa.

(d) Terminal operators maintain separate payrolls for their men and we maintain separate payrolls for stevedoring.

(e) Our maintenance and gearmen work exclusively in conjunction with our stevedoring operation and perform no terminal oriented work.

(f) Equipment maintenance is performed in gear rooms at the various terminals, but usually not adjacent to piers.

(g) Cargo checkers and terminal checkers respect each others jurisdiction and as such are not interchangeable in a given day.

(f) Car and truck loading/unloading is performed by the terminal operators using terminal men employed by them.

## NORTH ATLANTIC

### RHODE ISLAND

#### *Providence—Rhode Island*

*Municipal Wharf, Fields Point*—This terminal consists of six berths and is owned and operated by the City of Providence. We perform stevedoring, clerking and checking on a ship to ship basis. We do not perform terminal services since truck loading/unloading is accomplished by the truckmen. Clerking

and checking is an ILA function, however, and we do provide this service for receiving/delivery of cargo. It is possible, although not probable, that cargo checkers also would be required to work as terminal checkers on the same day. Gearmen generally work on the pier although they could be required to go on board ship to hook-up blowers, night lights etc. Mechanics and equipment maintenance is provided by an outside contractor located in East Providence.

#### *Portsmouth—Rhode Island*

*Atlantic Terminals*—This is a privately owned terminal engaged exclusively in the handling of lumber and lumber products. We perform stevedoring to end of ship's tackle at which point Atlantic Terminal labor removes the cargo to point of rest in the warehouse. We perform clerking and checking services only while vessel is discharging. Gearmen and mechanics are handled in the same way as in Providence.

*U. S. Naval Construction Battalion Center—Davisville Rhode Island Pier 1 & 2*—These piers are operated by the U. S. Navy. We provide stevedoring services and clerking/checking while vessel is being worked. All terminal work is performed by Civil Service employees. We provide a gearman but no mechanics since all mechanical equipment is owned by the U. S. Navy. However we do provide the labor to operate the equipment.

## NORTH ATLANTIC

### PORT OF NEW YORK

- a) Port of New York—includes Manhattan, Brooklyn, Staten Island, Port Newark, Port Elizabeth, Hoboken, Jersey City, Bayonne and Weehawken.

- b) Terminal facilities—most are owned by the New York-New Jersey Port Authority or the City of New York and are leased directly to a steamship company or a terminal operator. In many instances a steamship company will lease the facility and will engage a terminal operator for both the stevedoring and terminal function. In other cases a company will be employed to perform stevedoring function while the terminal operations will be performed by a different company. The stevedoring company's function is between the vessel and a place of rest with the terminal function taking over from that point.
- c) Union contracts call for the hiring of labor by category i.e. terminal labor, drivers, ship labor, checker, coopers, maintenance, mechanics, etc. A man cannot be hired for terminal labor and be assigned to work on a vessel or vice versa.
- d) Separate allocations of payrolls are made for vessel and terminal operations even when handled by the same company. Such a difference is necessary also for cost analysis as in most cases rates are quoted on a separate basis.
- e) Maintenance or gearmen could necessarily work on a vessel and on the terminal the same day. Their need for ship work would be specific however and easily defined.
- f) Equipment maintenance is performed at pier garages and/or at main garages away from the waterfront facility. Mechanics duties would not necessitate there going aboard a vessel.
- g) Cargo checkers could be utilized in both vessel and terminal operations during the same day when performed by the same contractor. It is normal, however, for a checker to spend a full day in either oper-

ation without shifting. When performing in both functions each area is easily defined.

- h) Truck and car loading and unloading is performed by longshoremen and drivers with terminal labor category. They are employed by the company performing the terminal labor services.

Historically our industry in New York has been divided into two segments—Stevedoring and Terminal operations. Prior to the Waterfront Commission, truck loading and unloading was done by Public Loaders and vessel operations performed by contract stevedores. Their functions were distinct and separate. After the demise of the Public Loaders, the majority of large steamship companies performed their own terminal operations while vessel work remained with the contract stevedore. Most stevedoring companies then assumed the role of terminal operator in the servicing of their various accounts. It was not then and still is not unusual today, however, to have two different contractors (stevedoring and terminal) servicing a steamship company on the same facility.

As previously mentioned there is a clear distinction between the function of a stevedore and terminal operator in the Port of New York. The stevedores responsibility lies in the handling of cargo between the ship and the "point of rest" as defined by the Federal Maritime Commission in its General Order 15. All other services are handled by the terminal operator. Labor is specifically hired by category and is allocated and shown to be utilized in either the stevedoring or terminal function by the operator. There is a clear definition between the two operations and as such, should not be confused or questioned.

## SOUTH ATLANTIC

## CHARLESTON, SOUTH CAROLINA

1. Marine terminal facilities in the port of Charleston are owned by the South Carolina State Port Authority which operates all terminal and warehouse facilities using labor employed and paid by the port authority.
2. All truck and rail car loading and unloading is performed by state employees, and not by longshoremen.
3. Contract stevedores employ longshoremen to load and unload vessels in the port, and their activities are generally confined to the pier area immediately adjacent the vessel which extends in an area 100' from the bow of the vessel, outwardly approximately 300', and to a point 100' from the stern of the vessel.
4. For import cargo the stevedore unloads the vessel and places the cargo within the above defined area. The stevedore using longshore labor then moves the cargo to a transit shed or open storage area as designated by the port authority. Any further handling of the cargo is done by terminal workers employed by the state port authority. For export cargo, the procedure is reversed.
5. For import containerized cargoes the stevedore unloads the container and moves it to a place on the pier, called a "holding area". The state port authority receives the cargo from the stevedore at that point, and is responsible for all further handling, except stripping the container. Export containers are received by the port authority and placed in the "holding area". The stevedore receives the container from the port authority at the holding area and loads it onto the vessel.
6. If a container is to be stripped on terminal facility, it is moved, after remaining in the holding area, by longshore labor to the port authority transit shed. Long-

shore labor strip the container of its contents, and place the empty container back in the holding area. The cargo removed from the container is received by the port authority which is responsible for any further handling.

7. State port authority employees are not permitted to load or unload vessels, and longshoremen are not permitted to engage in terminal operations, truck and rail car loading/unloading, or maintenance of port authority equipment.

## SOUTH ATLANTIC

## GEORGETOWN, SOUTH CAROLINA

## Georgetown, South Carolina

- a. There are three facilities:
  1. International Paper Company private facilities,
  2. South Carolina State Port Authority pier,
  3. Georgetown Steel Corporation's pier.
- b. At all three facilities the stevedoring functions stop at the "point-of-rest". At the International Paper Company facilities, the Paper Company delivers to the warehouse. South Carolina State Port pier have the State Port Warehousemen deliver to the warehouse. At the Georgetown Steel pier, employees of Georgetown Steel Corporation (steel workers) deliver to the dock.
- c. From the above, you will note that separate unions and/or employees are involved in delivering to the warehouse or pier, with the Longshoremen only being concerned with loading from the "point-of-rest".
- d. Separate payrolls are maintained.
- e. Maintenance is performed by outside contractors.

- f. Equipment maintenance is performed at the garage adjacent to the pier.
- g. Vessel Cargo Checkers can be terminal and warehouse checkers on the same day, however, under different payrolls and different collective bargaining agreements.
- h. Generally, truck and car loading/unloading is performed by State Warehousemen at the South Carolina State Port Authority pier which is the only location this type of operation is performed. No containers are handled.

## EAST COAST OF FLORIDA

### JACKSONVILLE

#### 1) *Port of Jacksonville, Florida*

#### 2) *Terminal Facilities*

- a) *Ownership*—Jacksonville Port Authority
- b) *Leased or Assigned—By/To*—Jacksonville Port Authority performs all cargo terminal handling operations with the exception of the Blount Island Linerboard Warehouse now under lease to a private terminal company.
- c) *Area of Stevedoring Operations*—Aboard ship to/from point of rest in transit shed and/or storage area.
- d) *Area of Terminal Operations*—From point of rest in transit shed or open storage area to truck or rail car. Max. distance 500'.

#### 3) *Union Contracts*

- a) *Stevedoring*—ILA Local 1408
- b) *Terminal*—ILA Local 1408A

#### c) *Clerking*—ILA Local 1593

#### d) *Mechanics*—Company personnel

#### 4) *Payroll Practices*

Separate time sheets and payrolls are maintained for each operation whether it be ship board or warehouse/terminal.

#### 5) *Maintenance and Gear*

Maintenance and/or gear men could be involved in shipboard as well as terminal operations during the same pay period.

#### 6) *Checking*

Shipside as well as terminal clerks are employed under an eight hour guarantee. A man is employed either for shipside work or terminal work. Clerking operations can not be commingled.

#### 7) *Truck Loading/Unloading Practices*

All work performed by Jacksonville Port Authority.

#### 8) *Company Operations*

Companies operate only as contracting stevedores, do not engage in terminal operations.

#### 9) *Contract Excerpts*

*South Atlantic Deepsea Longshore Agreement*  
—ILA

- 13(A) (1) Longshore work is to cover all labor used in connection with loading or discharging ships, barges or other floating craft. It will include men engaged in handling cargo to or from point of rest or to or from cars or trucks when handled direct to or from ships. It will include all operators of mechanical equipment

used in such operations, including cranes owned by stevedore contractors when qualified operators are available, provided, however, that this shall not require the Employers to alter any existing practices. When a stevedore contractor introduces new mechanical equipment he must endeavor to train men presently in the industry to operate such equipment. It will also cover sorting, cooperating or reconditioning of cargo when performed in connection with stevedoring work; the handling of ships stores when not carried by hand up the gangway; the handling of baggage to and from ship's deck of passenger vessels; all mail; dunnaging (excluding bulk separations), rigging (excluding rigging for heavy lifts) and the following operations when vessel is alongside dock; cleaning of cargo area aboard ship, lashing and securing cargo and the fitting and dismantling of fittings. It will also include gearmen (not mechanics) when assigned to ships; the operation of permanently mounted shipboard cranes and winches, and the handling of lines when performed by stevedores. It also includes opening and closing of hatches on conventional type vessels with tween decks when working general cargo.

13(A) (2) The point of rest referred to in Clause 13(A) is defined as follows on general cargo:

(a) On cargo to be loaded aboard ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.

(b) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.

(c) On cargo to be loaded aboard ships as well as discharged from ships, such cargo will not be considered to be at point of rest until complete carload or truckload lots are completely assembled.

(d) All provisions of this Clause shall apply to refrigerated cargo, but this Clause shall not be so literally or strictly construed as to endanger or risk spoilage of refrigerated cargo.

(e) On cargo other than bulk commodities landed directly from the vessel to trucks or rail cars for movement only within the terminal area to ground storage, the point of rest is that point within the terminal area where the cargo is grounded.

#### *Contract Excerpts*

##### *Warehouse Contract—ILA*

3-B

It is distinctly understood and agreed that labor used between points of rest and the ship is considered Stevedore Labor, and is not covered under this agreement. Point of rest is defined as the point from which cargo moves direct to ship or vice versa whether it be Warehouse floor, Railway car or other vehicle.

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The point of rest is defined as follows on general cargo:

**34a**

(A) On cargo to be loaded aboard ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.

(B) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.

(C) On cargo to be loaded aboard ships as well as cargo to be discharged from ships, such cargo shall not be considered to be at point of rest until complete carload or truck-load lots are completely assembled.

(D) All provisions of this Clause shall apply to refrigerated cargo, but this Clause shall not be so literally or strictly construed as to endanger or risk spoilage of refrigerated cargo.

**EAST COAST OF FLORIDA**

**MIAMI**

**1) Port of Miami, Florida**

**2) Terminal Facilities**

- a) *Ownership*—Metropolitan Dade County—Seaport Department
- b) *Leased or Assigned—By/To*—Assigned warehouse space by Seaport Department to terminal operators. Leased open storage areas by Seaport to terminal operators.

**35a**

c) *Area of Stevedoring Operations*—Aboard ship to/from point of rest in transit shed and/or storage area; maximum distance 500'.

d) *Area of Terminal Operations*—From point of rest in transit shed or open storage area to truck or rail car.

**3) Union Contracts**

a) *Stevedoring*—ILA Local 1416

b) *Terminal*—ILA Local 1416A

c) *Clerking*—ILA Local 1922

d) *Crane Operators and Mechanics*—International Union of Operating Engineers Local 487

**4) Payroll Practices**

Separate time sheets and payrolls are maintained for each operation whether it be ship board or warehouse/terminal.

**5) Maintenance and Gear**

Maintenance and/or gear men could be involved in shipboard as well as terminal operations during the same pay period.

**6) Checking**

Shipside as well as terminal clerks are employed under an eight hour guarantee. A man is employed either for shipside work or terminal work. Clerking operations can not be commingled.

**7) Truck Loading/Unloading Practices**

Terminal labor performs rail car loading/unloading. Truck drivers perform unloading/

unloading to/from tailgate. Terminal labor picks up/drops off cargo from/at tailgate.

#### 8) *Company Operations*

All stevedoring companies also function as terminal operators. Port Authority does not perform any cargo handling services.

#### 9) *Contract Excerpts*

*Southeast Florida Deepsea Longshore Agreement—ILA*

*Longshore Work Defined, Gang Sizes, Employers Rights*

- 13(A) (1) Longshore work is to cover all labor used in connection with loading or discharging ships, barges or other floating craft. It will include men engaged in handling cargo to or from point of rest or to or from cars or trucks when handled direct to or from ships. It will include all operators of mechanical equipment used in such operations, provided, however, that this shall not require the employers to alter any existing practices. It will also cover cooping or reconditioning of cargo when performed in connection with stevedoring work; the handling of ship's stores when not carried by hand up the gangway; the handling of baggage to and from ship's deck of passenger vessels; all mail; dunnaging (excluding bulk separations); rigging (excluding rigging for heavy lifts); and the following operations when vessel is along-side dock; cleaning of cargo areas aboard ship, lashing and unlashng and securing of cargo, and the fitting and dismantling of fittings. It will also include gearmen (not mechanics) when

assigned to ships; the operation of all permanently mounted shipboard cranes and winches; and the handling of lines when performed by stevedores. It also includes opening and closing of hatches on conventional type vessels with tween decks when working general cargo.

- 13(A) (2) The point of rest referred to in Clause 13(A) (1) is defined as follows on general cargo:

(a) On cargo to be loaded aboard ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.

(b) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.

(c) On cargo to be loaded aboard ships as well as cargo to be discharged from ships, such cargo shall not be considered to be at point of rest until complete carload or truckload lots are completely assembled.

(d) All provisions of this Clause shall apply to refrigerated cargo, but this Clause shall not be so literally or strictly construed as to endanger or risk spoilage of refrigerated cargo.

*Warehouse Contract—ILA*

*Warehouse Work*

- 13(A) Warehouse work shall be defined to include handling of cargo in shipside warehouse/transit sheds and port areas, when such cargo

is not handled in conjunction with ships loading or discharging.

Warehouse work will include loading and discharging of railroad cars, loading and unloading of drop trailers and piggyback trailers; also the loading and unloading of trucks and trailers where the nature or weight of the cargo is such that this loading or unloading cannot be accomplished by driver, the employer will use I.L.A. labor to help the driver. Present port practices in Port Everglades to continue.

The number and classification of men to be assigned to any particular task to be wholly at the discretion of the employer, in consultation with the header. The Union has the privilege of bringing to the attention of the employer any suggestions or recommendations concerning labor requirements.

Specialized freight requiring special and/or expert handling may, at the discretion of the employer, to be handled by truckers or other qualified personnel. It is not the intention of the employers to displace ILA labor from work, but rather to protect the safety of the men and avoid liability in handling specialized equipment or freight. The ILA men so displaced will standby at the prevailing hourly rate of pay.

## EAST COAST OF FLORIDA

### PANAMA CITY, FLORIDA

#### Panama City, Florida

- a. There are three facilities:
  1. International Paper Company facilities,
  2. City pier,
  3. Private terminal.
- b. In all three facilities the stevedoring functions stop or begin at the "point-of-rest". At the International Paper Company's facility, their own employees deliver the cargo to the warehouse. At the City pier, their own employees deliver the cargo to the "point-of-rest". At the private terminal, Warehousemen deliver to the "point-of-rest".
- c. As you can see, there is a clear division or allocation of the workers. Terminal workers cannot work on vessels and vice-versa.
- d. Separate payrolls are maintained.
- e. Maintenance or Gearmen do not work on the vessel on the same day or under the same collective bargaining agreement, except in the case of an emergency.
- f. Equipment maintenance is performed in the garage adjacent to the pier.
- g. Vessel Cargo Checkers cannot be terminal and warehouse checkers on the same day. There is an occasion when a man may work on two different jobs with his pay being maintained on two separate payrolls, however, they are two separate and distinct functions.

- h. Depending upon the terminal, the work is either performed by the Paper Company, by the City, or terminal employees. No containers are handled.

## EAST COAST OF FLORIDA

### PORT EVERGLADES

- 1) *Port Everglades, Florida* (Fort Lauderdale/Hollywood)
- 2) *Terminal Facilities*
  - a) *Ownership*—Port Everglades Authority
  - b) *Leased or Assigned—By/To*—Assigned warehouse and open storage space by Port Everglades Authority to franchised terminal operators.
  - c) *Area of Stevedoring Operations*—Aboard ship to/from point of rest in transit shed and/or storage area; maximum distance 1,000'.
  - d) *Area of Terminal Operations*—From point of rest in transit shed or open storage area to truck or rail car.
- 3) *Union Contracts*
  - a) *Stevedoring*—ILA Local 1526
  - b) *Terminal*—ILA Local 1526A
  - c) *Clerking*—ILA Local 1922
  - d) *Crane Operators and Mechanics*—International Union of Operating Engineers Local 675
- 4) *Payroll Practices*

Separate time sheets and payrolls are maintained for each operation whether it be ship board or warehouse/terminal.

### 5) *Maintenance and Gear*

Maintenance and/or gear men could be involved in shipboard as well as terminal operations during the same pay period.

### 6) *Checking*

Shipside as well as terminal clerks are employed under an eight hour guarantee. A man is employed either for shipside work or terminal work. Clerking operations can not be commingled.

### 7) *Truck Loading/Unloading Practices*

Terminal labor performs truck and rail car loading/unloading.

### 8) *Company Operations*

All stevedoring companies are franchised by the Port Everglades Authority. These companies also perform terminal operations. Port Everglades Authority does not engage in any cargo handling services.

### 9) *Contract Excerpts*

*Southeast Florida Deepsea Longshore Agreement—ILA*

*Longshore Work Defined, Gang Sizes, Employers Rights*

- 13(A) (1) Longshore work is to cover all labor used in connection with loading or discharging ships, barges or other floating craft. It will include men engaged in handling cargo to or from point of rest or to or from cars or trucks when handled direct to or from ships. It will include all operators of mechanical equipment used in such operations, provided, how-

ever, that this shall not require the employers to alter any existing practices. It will also cover cooping or reconditioning of cargo when performed in connection with stevedoring work; the handling of ship's stores when not carried by hand up the gangway; the handling of baggage to and from ship's deck of passenger vessels; all mail; dunnaging (excluding bulk separations), rigging (excluding rigging for heavy lifts); and the following operations when vessel is along-side dock; cleaning of cargo areas aboard ship, lashing and unlashng and securing of cargo, and the fitting and dismantling of fittings. It will also include gearmen (not mechanics) when assigned to ships; the operation of all permanently mounted shipboard cranes and winches; and the handling of lines when performed by stevedores. It also includes opening and closing of hatches on conventional type vessels with tween decks when working general cargo.

13(A) (2) The point of rest referred to in Clause 13 (A) (1) is defined as follows on general cargo:

(a) On cargo to be loaded aboard ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.

(b) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.

(c) On cargo to be loaded aboard ships as well as cargo to be discharged from ships, such cargo shall not be considered to be at point of rest until complete carload or truckload lots are completely assembled.

(d) All provisions of this Clause shall apply to refrigerated cargo, but this Clause shall not be so literally or strictly construed as to endanger or risk spoilage of refrigerated cargo.

*Warehouse Contract—ILA*

*Warehouse Work*

13(A) Warehouse work shall be defined to include handling of cargo in shipside warehouse/transit sheds and port areas, when such cargo is not handled in conjunction with ships loading or discharging.

Warehouse work will include loading and discharging of railroad cars, loading and unloading of drop trailers and piggyback trailers; also the loading and unloading of trucks and trailers where the nature or weight of the cargo is such that this loading or unloading cannot be accomplished by driver, the employer will use I.L.A. labor to help the driver. Present port practices in Port Everglades to continue.

The number and classification of men to be assigned to any particular task to be wholly at the discretion of the employer, in consultation with the header. The Union has the privilege of bringing to the attention of the employer any suggestions or recommendations concerning labor requirements.

Specialized freight requiring special and/or expert handling may, at the discretion of the employer, to be handled by truckers or other qualified personnel. It is not the intention of the employers to displace ILA labor from work, but rather to protect the safety of the men and avoid liability in handling specialized equipment or freight. The ILA men so displaced will standby at the prevailing hourly rate of pay.

## SOUTH ATLANTIC

### SAVANNAH, GEORGIA

- (a) *Port Area:* Consists of various terminals stretching about 10 miles along the Savannah River plus a LASH mooring at the mouth of the river.
- (b) *Terminal Facilities:* Excluding particular companies' private facilities, there are three terminal operators handling dry cargo. East Coast Terminals operate a public terminal on land leased from the railroad, International Trading Corporation on their own land, and the Georgia Ports Authority on their own land at two locations: the Ocean Terminals and the Garden City Terminals. By far the majority of the work is done at Georgia Port Authority terminals which occupy some 900 acres of land. At all these terminals the terminal operator does not become involved with loading or unloading vessels, which is done by one of several contract stevedoring companies.

On general cargo the contract stevedore picks up cargo from its resting spot within a waterside transit shed or open berth and loads it to stowage in the vessel, or if discharging he removes the

cargo from its stowage in the vessel and places it by bill of lading lots in resting places in the transit shed or open berth. The Agent/Stevedore employs one or more clerks who receive cargo from the terminal for the vessel or deliver cargo from the vessel to the terminal. The vessel has no responsibility for outbound cargo until the Contract Stevedore picks it up to load to the vessel, and when discharging, the vessel responsibility ends when the Contract Stevedore places the cargo by lot in resting place.

On container cargo there is a slight difference in that the Agent/Stevedore also completes the interchange (TIR) documents between the vessel and land carrier, and stuffs or strips pier to pier containers in a shed about one-half mile from the container dock in space leased by the terminal to the vessel operator.

- (c) Enclosed is a booklet detailing our current contracts with the Longshore Local and the Clerks and Checkers Local. Clause 13(A)(1) in both contracts (page 17 and 44 respectively) defines work jurisdiction. Terminal workers do not work on vessels and Longshoremen, Clerks or Checkers do not work beyond point of rest in the transit shed or open berth adjacent to the river except in connection with stuffing/stripping containers as described in (b) above.
- (d) Separate payrolls are maintained.
- (e) The Stevedore Contractors maintenance and gear men do work both on vessels and in the Contractor's shop facility on the same day.
- (f) Equipment maintenance is primarily performed in the Stevedore Contractor's own shop which may be leased from a terminal operator or from others

outside the terminal facility. Minor repair work on the Contractor's equipment is also performed as necessary on the ship or on terminal space adjacent to the ship, but work is confined to the Stevedore Contractor's equipment and does not relate to the Terminal Operator's equipment.

- (g) The vessel cargo Checkers are different people than those employed by the Terminal/Warehouse Operator.
- (h) Truck and car loading/unloading is performed by the Terminal Operator with his own labor who are different people than those employed by the Contract Stevedore.

While the above seems involved, the basic therein is that the Contract Stevedore is not involved until he actually picks up cargo to load to a vessel or in discharging ends his involvement when the cargo is set down properly separated by lot immediately after removal from the vessel and placing under cover as necessary. Container operations vary in that pier to pier cargo is not considered at rest until the cargo is physically outside the container in the vessel operators own leased spaced.

## SOUTH ATLANTIC

### SUNNYPPOINT, NORTH CAROLINA

#### 1. Sunnypoint, North Carolina

- a. Military Ocean Terminal located on the Cape Fear River and is a Department of Defense explosives port facility.
- b. The facility is owned and operated as a sub-port of EAMTMTS under MTMTS, Department of the Army, U. S. Government. There are no commercial leasing arrangements with the Department

of the Army being the terminal operator. The stevedoring functions stop at the "point-of-rest". Because of the terminal being an explosive facility, in all cases this point is in the rail car or truck. The terminal operations are performed by I.L.A. members hired by the Stevedores under a separate and distinct collective bargaining agreement.

- c. There is a great delineation between the Longshoremen's collective bargaining agreement and the Warehousemen's collective bargaining agreement, both in scope of work and wages. No man can work on either operation unless he is working under the applicable collective bargaining agreement.
- d. Separate payrolls are maintained for vessel workers (Longshoremen) and terminal workers.
- e. Maintenance or Gearmen do not work on the vessel and on the terminal the same day. They are covered by a separate I.L.A. Local.
- f. Equipment Maintenance is performed at the maintenance shed approximately 1/2 mile from the pier.
- g. Vessel Cargo Checkers cannot be terminal and warehouse checkers on the same day.
- h. Generally speaking, the truck and rail cars are loaded and unloaded at ship side because of the nature of the terminal. In all cases this is the referred to "point-of-rest" and the work is performed by Longshoremen under the applicable collective bargaining agreement. There is some handling of cargo away from the pier, i.e., truck to rail car; rail car to rail car, with this work being performed by Warehouse Laborers under their collective bargaining agreement. Containers are

stuffed and stripped by I.L.A. Longshoremen under separate terms and conditions in the Longshore agreement. These containers are handled in an area approximately two miles from the pier and then taken to a parking area. At the time the vessel loads, then the Longshore Gang picks the containers up from this area and brings or takes them from ship side. There is no mingling of labor.

## SOUTH ATLANTIC

### WILMINGTON, NORTH CAROLINA

For clarification, "point-of-rest" as used in this letter shall mean "that area on the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading".

- (a) Stevedoring activities in the port of Morehead City are entirely within the State Port facilities where both break bulk and bulk materials are handled. In the port of Wilmington, stevedoring activities are performed at Sunny Point Army terminal (containerized and break bulk military cargoes), Almont Docks (bulk commodities only), and the State Docks (bulk, break bulk and containerized cargoes).
- (b) The State Port Terminals are owned by the State of North Carolina and are operated by the Ports Authority which is an agency of the State. Compensation for terminal use is collected from wharfage charges assessed against the steamship line on containers and assessed against the cargo owners of break bulk shipments. The stevedoring

companies also pay a terminal use charge assessed against the general and break bulk cargoes handled. The stevedore functions at these terminals begin on board the vessels. From there the responsibilities move from the dock's edge to the point-of-rest in the transit shed or to the open dock space on the wharf immediately adjacent to the dock. This applies to break bulk shipments and the stevedore's responsibility ends at these points-of-rest. On container shipments, the stevedore's responsibility lies between the point-of-rest in the container yard immediately adjacent to the dock and the vessel. On bulk shipments, the stevedore responsibility encompasses all cargo handling activities on the vessel but they cease at the bottom of the hopper alongside the vessel. All cargo handling from the point-of-rest to other areas away from the vessel is done by terminal personnel in respect to break bulk shipments and by cargo owners in respect to imported bulk materials. Domestic truck lines handle all container movement inland from the point-of-rest.

- (c) Stevedoring operators employ longshoremen for their work force. Clause 13(A)(1) of the current longshore agreement states that "Longshore work is to cover all labor used in connection with loading and discharging ships, barges or other floating craft. It will include men engaged in handling cargo to or from point-of-rest or to or from cars or trucks when handled direct to or from ships." Clause 13(A)(2) defines point-of-rest referred to in clause 13(A)(1) as follows on general cargo:
  - (a) On cargo to be loaded aboard ships, that point or place in the pier or wharf area

or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.

- (b) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.

Terminal workers are never permitted to work on vessels or between the point-of-rest and the vessel. Likewise, longshoremen are never permitted to work between the point-of-rest and the main gates of the terminals.

- (d) Longshore payrolls are handled by the stevedore companies which employ the longshoremen. Terminal and warehouse workers are paid by the N. C. State Ports Authority.
- (e) The State Ports Authority and the stevedoring companies each employ their own maintenance personnel and gearmen. The point-of-rest is the dividing line of each group's work jurisdiction and at no time do they work beyond these bounds. The State Ports maintenance personnel maintain their equipment and the stevedore maintenance people maintain the equipment belonging to their employers.
- (f) Maintenance of the State Ports equipment is done in their own shop with their own personnel. The stevedoring companies also have their own shops for storing and maintaining their own equipment.
- (g) The vessel cargo checkers work only in conjunction with the longshore work being performed. They are members of the International Long-

shoremen's Association and are governed by the work agreement they have negotiated with their employers. The terminal and warehouse checkers are employed by the State Ports Authority and at no time does their jurisdiction overstep the point-of-rest.

- (h) Truck and car loading/unloading is done entirely by warehouse and terminal workers employed by the N. C. State Ports Authority unless those trucks and cars are being loaded/unloaded directly to or from the vessel.

## 2. Wilmington, North Carolina

- a. Private port terminal handling bulk cargoes.
- b. Privately owned by Almont Shipping Company, Inc. Stevedoring functions stop at the "point-of-rest" which is the bulk stockpile area adjacent to the ship's berth. In all cases, terminal employees are responsible for the operation and control of the belt conveyor systems.
- c. Separate collective bargaining agreements between vessel workers and terminal workers. Terminal workers cannot work on the vessel and vice-versa.
- d. Separate payrolls are maintained for vessel workers and terminal workers.
- e. Maintenance and Gearmen are regular company employees, non-union, and they do not work on the vessel.
- f. Equipment is maintained in the shop on the terminal. Emergency repairs may be accomplished on the vessel, however, generally, the machine is brought to the shop. These men are company employees and non-union.

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- g. There are no Cargo Checkers employed at this terminal.
- h. Terminal or Warehouse Laborers perform the truck or car loading/unloading, they being employed by the company. No containers are handled.

53a

## GULF COAST

### GULFPORT, MISSISSIPPI

#### Gulfport, Mississippi

- a. State facility.
- b. The stevedoring functions stop at the "point-of-rest". The Stevedores perform both the stevedoring and terminal functions under separate collective bargaining agreements.
- c. There are separate collective bargaining agreements concerning the Stevedores and terminal workers. The terminal workers cannot work on vessels or vice-versa. They may on the same day complete one job and then hire out for another.
- d. Separate payrolls are maintained.
- e. Maintenance and Gearmen do not work on the vessel.
- f. Equipment maintenance is performed in the garage adjacent to the pier.
- g. Vessel Cargo Checkers cannot be a terminal or warehouse checker on the same day unless they complete one job and are rehired under a different agreement with different provisions.
- h. The Stevedores perform the truck or car loading/unloading under the Warehousemen's agreement. No containers are handled.

## GULF COAST

### LAKE CHARLES, LOUISIANA

The Port of Lake Charles is a State Agency and the facilities are owned by the Lake Charles Harbor & Terminal District. The Port personnel only maintain the

facilities and perform no longshore or warehouse work on the waterfront, i.e. transit sheds. They do perform the loading and unloading of rail cars and trucks in the storage sheds which are behind the waterfront.

All car and truck loading and unloading on the waterfront, i.e. the transit sheds, is performed by the Lake Charles Stevedores, Inc., who is the contracting firm with the I.L.A. Warehouse local No. 1349.

The loading and unloading of ships and barges is performed by the I.L.A. Deep Sea Locals Nos. 1214 and 1180 who also have a contract with the Lake Charles Stevedores, Inc. The only time this personnel loads or unloads rail cars or trucks is when the commodity is going directly to or from car to ship or vice-versa. As stated above, terminal workers do not perform work on vessels.

Separate payrolls are maintained for both the Warehouse workers and the longshore workers.

Maintenance or gearmen do not work on the vessel and the terminal on the same day.

Equipment maintenance is performed off of the docks.

Vessel cargo checkers cannot also be terminal or warehouse checkers on the same day.

The point-of-rest at the Port of Lake Charles has always been established as the place of rest in the transit shed. We have never considered under ship's tackle as a point of rest, inasmuch as the loading or unloading longshore gangs' demarkation is from the place of rest in the transit shed into ship's hold or vice-versa.

When cargo is moved from any of the storage warehouses, either by rail or truck, it is loaded at the storage warehouse by Port personnel and then when it reaches the transit shed, I.L.A. Warehouse personnel performs

the loading or unloading at point-of-rest in the transit shed.

To summarize the above; Deep Sea Longshore Workers' responsibility is from "point-of-rest" into ship or vice-versa. I.L.A. Warehouse workers' responsibility is from "point-of-rest" into rail cars or trucks or vice-versa.

The Port of Lake Charles has a published tariff governing the various charges assessed against shippers, ships, or consignees and their charge against such stevedore operating on the docks is \$600.00 per year.

## GULF COAST

### MOBILE, ALABAMA

#### 6. Mobile, Alabama

- a. Alabama State Dock facility and private terminal.
- b. The stevedoring functions stop at the "point-of-rest". At the State Docks their own employees (a separate I.L.A. Union) perform the terminal operations with the vessel work being performed by Longshoremen. At the private facility, the facility employees perform the loading/unloading operations.
- c. Terminal workers cannot work on the vessel or vice-versa.
- d. Separate payrolls are maintained.
- e. Maintenance or Gearmen cannot work on the vessel. There might be an incident because of an emergency repair nature that the individual would actually go on the vessel. These employees belong to a separate I.L.A. Local.
- f. Equipment maintenance is performed in the garage adjacent to the pier area.

- g. Vessel Cargo Checkers cannot be terminal and warehouse checkers on the same day.
- h. At the State facility, their employees (I.L.A. Union) perform the truck and car loading/unloading. Containers are stuffed and stripped by I.L.A. Longshoremen under separate terms and conditions in the Longshore agreement. These containers are handled in an area at the dock and then taken to a parking area. At the time the vessel loads, then the Longshore Gang picks the containers up from this area and brings or takes them from ship side. There is no mingling of labor.

## GULF COAST

### NEW ORLEANS, LOUISIANA

#### New Orleans, Louisiana

- a. Generally, the break bulk piers are owned by the New Orleans Dock Board, an arm of the State Government, but operated by Steamship Lines and/or Agents under preferential assignment. The Dock Board also owns one bulk facility and one grain elevator and container facility. There are also private grain elevators and private bulk facilities.
- b. In all of the facilities the stevedoring functions stop at the "point-of-rest" where the terminal operations begin. The stevedoring is performed by contract Stevedores. The terminal operations are performed as follows: House Stevedores of Steamship Companies; Contract Stevedores; Private Car or Truck Unloading Companies. These terminal functions are performed under the tariff as published by the Board of Commissioners of the Port of New Orleans.

- c. The stevedoring functions are covered by the collective bargaining agreement with all of the other facets of the operation such as the terminal work, cooping, and car truck loading/unloading covered by separate I.L.A. collective bargaining agreements. Terminal workers do not work on the vessel or vice-versa.
- d. Separate payrolls are maintained.
- e. Maintenance and Gearmen do not work on the vessels, however, this is not to say that if at some time or another because of an emergency they may not go on a vessel.
- f. Equipment maintenance is performed at the garage from a mile to 15 miles from the pier, naturally depending upon the pier's location.
- g. Vessel Cargo Checkers cannot be terminal and warehouse checkers on the same day. They may work either/or.
- h. Truck or car loading/unloading is performed either by the Stevedores or a private contractor under a separate collective bargaining agreement. Containers are stuffed and stripped by I.L.A. Longshoremen under separate terms and conditions in the Longshore agreement. These containers are handled in an area at the dock and then taken to a parking area. At the time the vessel loads, then the Longshore Gang picks the containers up from this area and brings or takes them from ship side. There is no mingling of labor.

## GULF COAST

### PASCAGOULA, MISSISSIPPI

#### Pascagoula, Mississippi

- a. County facilities.
- b. Stevedoring functions stop at the "point-of-rest" and the stevedoring and terminal operations are per-

formed by the Stevedores with the stevedoring operations under one collective bargaining agreement and the terminal operations under a separate collective bargaining agreement.

- c. There is a definite Union contract division or allocation of the workers, with a terminal worker not being able to work on a vessel on the same day or vice-versa. This is to say that an individual may not work on the same day on two separate functions, however, he is always rehired and works under a different agreement with different pay.
- d. Separate payrolls are maintained.
- e. Maintenance and Gearmen do not work on the vessel.
- f. Equipment maintenance is performed in the garage adjacent to the pier.
- g. Vessel Cargo Checkers cannot be terminal checkers on the same day.
- h. The truck and car, loading/unloading is performed by the Warehousemen's Union and/or employees of the Stevedores. No containers are handled.

#### WEST COAST OF FLORIDA

##### PENSACOLA, FLORIDA

Pensacola, Florida

- a. Port facilities.
- b. The facility is a City operated facility. The stevedoring functions stop at the "point-of-rest".
- c. Terminal workers cannot work on the vessel.
- d. Separate payrolls are maintained.

- e. Maintenance or Gearmen do not work on the vessel on the same day or under the same collective bargaining agreements.
- f. Equipment maintenance is performed in the garage adjacent to the pier.
- g. Vessel Cargo Checkers cannot be terminal and warehouse checkers on the same day. There is an occasion when a man may work on two different jobs with his pay being maintained on two separate payrolls, however, they are two separate and distinct functions.
- h. City Dock employees perform the work. No containers are handled.

#### WEST COAST OF FLORIDA

##### TAMPA

##### 1) *Port of Tampa, Florida*

##### 2) *Terminal Facilities*

- a) *Ownership*—Privately owned
- b) *Leased or Assigned*—By/To—N/A
- c) *Area of Stevedoring Operations*—Aboard ship to/from point of rest in transit shed and/or storage area; maximum distance 500'.
- d) *Area of Terminal Operations*—From point of rest in transit shed or open storage area to truck or rail car.

##### 3) *Union Contracts*

- a) *Stevedoring*—ILA Local 1402
- b) *Terminal*—ILA Local 1569
- c) *Clerking*—ILA Local 1691
- d) *Mechanics*—Company personnel.

4) *Payroll Practices*

Separate time sheets and payrolls are maintained for each operation whether it be shipboard or warehouse/terminal.

5) *Maintenance and Gear*

Maintenance and/or gear men could be involved in shipboard as well as terminal operations during the same pay period.

6) *Checking*

Shipside as well as terminal clerks are employed under an eight hour guarantee. A man is employed either for shipside work or terminal work. Clerking operations can not be commingled.

7) *Truck Loading/Unloading Practices*

Terminal labor performs truck and rail car loading/unloading.

8) *Company Operations*

All stevedoring companies are licensed by the Tampa Port Authority. These companies also perform terminal operations. Tampa Port Authority does not engage in any cargo handling services.

9) *Contract Excerpts*

*South Atlantic Deepsea Longshore Agreement*  
—ILA

- 13(A)(1) Longshore work is to cover all labor used in connection with loading or discharging ships, barges or other floating craft. It will include men engaged in handling cargo to or from point of rest or to or from cars or trucks when handled direct to or from ships. It will

include all operators of mechanical equipment used in such operations, including cranes owned by stevedore contractors when qualified operators are available, provided, however, that this shall not require the Employers to alter any existing practices. When a stevedore contractor introduces new mechanical equipment he must endeavor to train men presently in the industry to operate such equipment. It will also cover sorting, cooperating or reconditioning of cargo when performed in connection with stevedoring work; the handling of ships stores when not carried by hand up the gangway; the handling of baggage to and from ship's deck of passenger vessels; all mail; dunnaging (excluding bulk separations), rigging (excluding rigging for heavy lifts) and the following operations when vessel is alongside dock; cleaning of cargo area aboard ship, lashing and securing cargo and the fitting and dismantling of fittings. It will also include gearmen (not mechanics) when assigned to ships; the operation of permanently mounted shipboard cranes and winches, and the handling of lines when performed by stevedores. It also includes opening and closing of hatches on conventional type vessels with tween decks when working general cargo.

- 13(A)(2) The point of rest referred to in Clause 13(A) is defined as follows on general cargo:

(a) On cargo to be loaded aboard ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.

(b) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.

(c) On cargo to be loaded aboard ships as well as discharged from ships, such cargo will not be considered to be at point of rest until complete carload or truckload lots are completely assembled.

(d) All provisions of this Clause shall apply to refrigerated cargo, but this Clause shall not be so literally or strictly construed as to endanger or risk spoilage of refrigerated cargo.

(e) On cargo other than bulk commodities landed directly from the vessel to trucks or rail cars for movement only within the terminal area to ground storage, the point of rest is that point within the terminal area where the cargo is grounded.

#### WAREHOUSE CONTRACT—ILA

2. This Agreement shall be effective from 12:01 A.M. March 4, 1972, and continue in effect until midnight September 30, 1974. This Agreement shall cover all warehouse work and other labor performed in connection with cargo, including sampling, manipulating, re-coopering or otherwise handling of cargo at the Port of Tampa.
9. It is understood and agreed these warehouse rates do not apply when cargo moves direct to or from vessel from cars or trucks through

the medium of men in car unloading and placing on dock or in warehouse, longshoremen picking same up and proceeding to or from vessel.

#### GULF COAST PORTS

##### TEXAS PORTS INCLUDING GALVESTON AND HOUSTON

A. Working practices for the Ports of Lake Charles, Louisiana, Port Arthur, Orange, Beaumont, Port Neches, Houston, Texas City, Galveston, Freeport, Port Lavaca, Corpus Christi and Brownsville, Texas.

B. The "Deepsea and Coastwise Longshore and Cotton Agreement" covers all of the above listed ports. Subject contract covers all work aboard the vessel and the moving of cargo from and to the pile (place of rest) and direct discharge at end of ship's tackle into trucks and/or railcars.

Import containers which are destined to one of the holding yards within the port area are landed on bogies and are driven by longshoremen to the holding yard. The container is then removed by yard personnel (warehousemen). Containers leaving the port area are landed on bogies furnished by and driven by receiver personnel, who are not members of waterfront unions. This is considered place of rest. The reverse is true on export containers.

There are one or more warehouse agreements in each port. There are slight variations in each one but the one thing in common is that in each and every agreement is the fact that their work begin at the pile (place of rest) on inbound cargo and stops at the pile (place of rest) on outbound cargo.

All warehouse work is done under the Warehouse Agreements and at no time will you find warehousemen doing longshore work or longshoremen doing warehouse work during the course of the day.

Warehouse work is controlled by the Port Authorities at all ports except the Port of Houston. There are privately owned public terminals as well as the Port Authority terminals in Houston. While the private terminals do their own warehouse work, they are governed by a warehouse agreement similar to the one covering the port Authority.

C. Deepsea and coastwise Agreements Provision.  
Rule 20. Longshore Work (In Part).

Longshore labor also includes all men who truck cargo direct to and from pile or car, to or from the ship's side to hatches. The important distinction being whether or not the freight being handled once, that is to say, laid down or piled.

Warehouse Agreement.  
Rule 1. Scope of Work (In Part)

Warehouse worker shall have jurisdiction over all warehouse work done by the above named employer or employers. They shall have jurisdiction over all carloading and unloading from railcar to pile and from pile to car, loading and unloading truck and vehicles when under the jurisdiction of the employer.

D. Separate payrolls are maintained for longshoremen and warehouse workers. In fact, separate payrolls are maintained by each local union.

E. Maintenance/gearmen are allowed by their unions to work aboard the vessel if needed and the terminal on the same day.

F. Equipment including machinery is maintained at each individual Companies Gear Room which are located in adjacent areas around the port.

G. Cargo checkers are not allowed by the union labor agreement to work for a Steamship Agent/Stevedore and a Terminal Operator on the same day.

## GREAT LAKES

## CHICAGO, ILLINOIS

## Port of Chicago, Illinois—Great Lakes Region

Chicago, Illinois—Public Terminal Facilities (5)

Public Terminals owned by City of Chicago (2)

Public Terminals owned by Chicago Regional  
Port District (3)

Chicago, Illinois—Private owned Terminal Facilities (4)

The 5 Public Terminal Facilities are leased to:—North Pier Terminal Company, (2) Calumet Harbor Terminals Inc. and Great Lakes Storage and Contracting Company.

The 4 private owned Terminal facilities are owned by —Lykes Youngstown, Inc., International Great Lakes Shipping Company—Federal Commerce and Navigation Inc.,—and EmEs Company Warehousing and Marine Terminal Corporation.

With the exception of Emesco Terminal—all terminals—private or public within the Seaport of Chicago employ I.L.A. labor. Emesco Terminal employs I.L.A. labor to stevedoring from vessel to point of rest—within the yard.

Teamster Labor is employed by Emesco in the Physical Operation—of loading freight to truck or railcar, as well as receiving freight from truck or railcar. When cargo is received at Emesco Terminal—Teamster Labor receives the freight—directs it to point of rest—thence is loaded to vessel by I.L.A. Labor or Stevedore Gangs.

The ordinary procedure at Federal Marine Terminal—International Great Lakes Shipping Company Terminal and Lykes Youngstown-Transoceanic Terminal Corporation is as follows—(Vessel considered to be at Terminal)

1. Stevedore Gangs designated as (a) Steel Gang  
(b) Ship Gang (Ship Gang indicates General

Cargo Gang or Container Gang) (c) Heavy Lift Gang (d) Barge Gang, etc. Employees for work on the terminal in the transit shed or yard are ordered through the hall as to number of drivers and laborers. Orders are placed with the Union Hall prior to 5:00 P.M. for the following days hiring.

Checkers—Hiring orders are placed prior to 5:00 P.M. for the following days hiring. The orders consist of number of men required, dependent upon number of stevedore gangs ordered as well as the amount of operation of truck or car receiving and delivery, a sorting of cargo, etc. At 0800 A.M. the number of checkers hired receive their work assignments—2 checkers are assigned to each stevedore gang—remaining checkers are assigned to terminal functions of truck or railcar loading or receiving of truck or railcar commodities, or assigned to sorting of cargo—stripping or stuffing of container, etc.

Terminal Workers may at the termination of a four hour work shift, exercise seniority rights and replace a less senior employee of vessel work—that is become part of the ship gang. The opposite is also true, namely that an employee within the ship gang may exercise seniority over a terminal employee at the termination of a four hour period.

Separate payrolls are maintained for vessel gangs, terminal and/or warehouse workers. The latter are paid weekly—the former must be paid as of noon the following day after vessels loading or discharging is completed.

Crane Operators—Maintenance men—Mechanics are paid weekly—as these individuals are generally employed on a forty hour work week.

Maintenance men work on the terminal only.

Gearmen during vessels presence generally are assigned a vessel status—as these duties involve providing different sets of working gear to the gangs, delivering same to the initial point of rest at the spot underneath or adjacent to the hook or end of ship's tackle.

Mechanics—perform equipment maintenance within the terminal limits, generally within an enclosed Maintenance Area.

One mechanic is generally assigned to structuring two longshore gangs when working vessels. His duties may occasionally involve activity aboard vessel in repairing and maintaining lift trucks within the vessel's hold.

Crane Operators, if needed, are assigned to a specific gang and are considered a part of the gang structure.

Crane Operators may be assigned terminal employment in loading of railcars or discharging of same.

Vessel Cargo Checkers may exercise seniority upon completion of four hour period and providing they have informed their supervisor prior to the ordering time hour in which replacements may be ordered through the Union Hall.

Truck and Carloading/unloading is performed by Longshoremen and Checkers who are obtained by placing orders through the Union Hall indicating the number of Lift Truck Operators and number of Laborers required to make up the number of individual loading or unloading teams required, Ordering of checkers is performed by calling the

Union Representative and indicating how many Checkers are required for the terminal operation the following day.

Longshoremen—Operators and laborers ordered to report to the terminal at designated hours of hiring—that is 0800-1300 or 1900—Checkers ordered in the same way.

At the hiring times indicated above, Terminal Foremen or Warehouse Foremen hire by seniority the number of Operators and Laborers requested from the Union Hall. Teams of drivers and laborers are made up as required—that is—for loading steel coils to trucks—a team could consist of one driver and one laborer. The teams are assigned duties such as truck loading, unloading, etc.

At the same hiring time—the number of checkers requested from the Union are hired according to seniority, and assigned to the car loading team or teams as required.

Terminal Operation—involving Ship Loading or Unloading—break bulk vessel.

1. Number and type of Loading or Unloading Gangs are ordered from Union Hall prior to 1700 of the day preceeding the hiring date. Hour and date of reporting are indicated to Union dispatcher. Number of Fork Lift Drivers and Laborers required for other terminal work are also ordered at the same time.
2. Union Steward of the Checker Union is advised prior to 1700 of the preceeding day of the number of Checkers required for the following day to perform the support functions to the ship gang, as well as for the pure terminal operations.

3. Generally, Crane Operators and Mechanics are on a weekly forty hour guarantee performing maintenance work on equipment or performing work within normal terminal operation requirement. If these men are not on a forty hour guarantee, orders are placed through their Union Hall prior to 1700 for hiring at 0800 the following morning. The Crane Operators upon reporting for work will be assigned as support to a longshore gang working a vessel as needed, or assigned to a terminal team performing carloading/unloading as required.

Mechanics will be assigned maintenance work within the maintenance shop area.

4. On day of operation—(Vessel loading or unloading—and normal Terminal Operations)—at time in which gangs have been issued instructions by their Union dispatcher to report for work, a body of men show up at the terminal hiring stand ten minutes prior to the hour indicated by their Union as the hour of reporting. Individual Hatch Bosses hire men—(Operators and Laborers) by seniority to the number of each category required by the Union Contract for the particular designated gang type—(Ship Gang—Steel Gang, etc.)

Terminal and Warehouse Foreman hire the number of Operators and laborers required to perform their particular operations of the day—that is for carloading/unloading, sorting, recouping, cleanup, etc., and assign these men into working teams as required by Union Contract for performing the assigned functions.

Checkers are hired in similar manner—generally by a designated supervisor, who hires in accordance with seniority and assigns checkers to ship gangs or terminal work in accordance with seniority.

#### 5. Vessel Discharging Operation

Cargo discharged from deck—hold or cell of vessel to end of ship's or crane tackle cargo then may be removed to yard area which constitutes final point of rest, as any movement hereafter will generally be to car loading. Cargo may be removed from end of ship's tackle or crane tackle to doorway of transit shed or just inside transit shed where houseman hired by the terminal staff will stow inside the shed, constituting the final point of rest. Any movement hereafter will generally be car loading. The houseman mentioned herein (quote union contract)

"Shall not be assigned to a vessel or to a ship gang, or to a commodity. All housemen can be utilized for any job in and around the house, dock or yard. If an employee is assigned to a commodity in conjunction with loading or discharging of a vessel and work is interrupted, such employee shall not be reassigned during such interruption of work".

#### 6. Vessel Loading Operator

Cargo from yard area brought to ship's tackle by ship gang drivers, thence loaded to ship's deck, hold or cell—(final point of rest).

Cargo removed from transit shed—brought from transit shed to shipside by ship gang

drivers, brought to ship's tackle, thence loaded to ship's deck, hold or cell—(final point of rest).

7. Receiving of Export Cargo—that is—Receiving of Cargo for ultimate loading to vessel.

From truck—received by terminal team consisting of Checker—Operator and number of Laborers required by Union Contract—delivered from truck bed to yard ground or transit shed floor as required—Any future movement would be by employees forming ship gang.

From railcar—Same as above.

8. Carloading of Import Cargo from Vessel Discharge—

Subsequent movement of cargo, after placed in resting spot by ship gang drivers, would be performed as car loading operation by terminal employees hired only for this particular work.

Subsequent movement of cargo inside transit shed after being stowed by Housemen providing support for discharge gang would be performed as car loading operation by terminal employees hired only for this particular work.

## GREAT LAKES

### DETROIT, MICHIGAN

- A. Port of Detroit, Detroit, Michigan
- B. All terminal facilities in Detroit are privately owned and operated, each is both a stevedore and terminal operator.

- C. Labor Contracts allow workers to work either on vessels or in the terminal. Seniority and skill are the only basis of job assignment (crane operator, lift truck operator, checker, mechanic, etc.)
- D. One payroll covers all hourly employees. (There are divisions made to compute cost on vessels and terminal operations.)
- E. It is possible for maintenance men and gearmen to work on vessels and on the terminal on the same day.
- F. Equipment maintenance is performed generally on the terminal. However, there are times when a lift truck is repaired in the hold of a vessel. Some work is contracted to outside contractors on occasion.
- G. Checkers can perform checking both on vessels and terminal on the same day.
- H. The terminal operator employs all labor for truck and rail loading and unloading.

The general practice in the Port of Detroit is that of dock wide seniority. If a man is qualified to perform more than one job, seniority then determines which job he will have on any given day. A man could be a signalman on a vessel, hi-lo operator on the dock and checker in the warehouse, all in the same day. His rate of pay for the day is determined by the highest rated job he performed that day.

## GREAT LAKES

### MILWAUKEE, WISCONSIN

Initially, we should remark that the stevedore—terminal operator, Hansen Seaway, has entered into an agreement with Local 815, International Longshoreman's As-

sociation which recognizes the union as the sole and exclusive bargaining agent for all employees of the Employer with respect to rates of pay, working conditions, hours and days of work.

Within this local, however, are two separate and distinct divisions; Longshore and Warehouse, each chartered separately to represent their respective members. Individual agreements are in effect and each are consistently segregated from the other's jurisdiction.

Article I, Section 1.3 of the Longshore Agreement defines "loading vessels as taking goods from the last place of rest into the ship and unloading vessels as taking goods from the ship to the first such place of rest".

Cargo is discharged from the vessel, and released from either the vessel's or shore cranes' gear at the "end of ship's tackle", on the string-piece. From this location, it is moved to an assigned location either in the warehouse or on the farm area by the fork lift driver assigned to the stevedore gang. This location of temporary storage, awaiting final delivery to consignee's inland carrier is called the "place of rest". The reverse procedure is followed during loading operations.

In no way, whatsoever, may an employee who is covered under the Warehouse Agreement be assigned to this operation. Article II, Section 3.1(i) covers this rule as follows, "When regular warehousemen are employed on a vessel during their regular working hours, they shall be paid the applicable longshore rate, including minimums, in addition to their regular warehouse wages.

You should also note that our longshore and warehouse agreements each specify different rates of pay for all classifications. Of particular significance is the similar function of fork lift operators which is classified as \$6.10 per hour while driving on the dock and assigned

to a stevedore gang as well as \$5.85 per hour while driving and assigned to warehouse duties.

Hiring is performed through the Employer's Employment Office and must be distinctly specified as to longshore or warehouse assignment. Once again, this "place of rest" is the practical and legal boundary of each division's jurisdiction.

Separate payrolls are maintained for longshoremen and warehousemen and checks are issued at different time, i.e., Friday at noon for warehousemen and Thursday from 9 A.M. to 6 P.M. for longshoremen.

Maintenance men (janitors) are covered under the Warehouse Agreement and at no time, may they be employed on a vessel without payment of both longshore and warehouse wages for each hour of work so employed.

Checkers may be assigned duties of tallying cargo anywhere on the pier but once again, if employed on the vessel, they will be paid duplicate wages.

Warehousemen, only, perform truck and car unloading except for those cases where the "end of ship's tackle" coincides with the "place of rest" (i.e. discharging or loading cargo directly into a truck or rail car which, therefore, does not touch the ground). In this case, the longshoremen assigned to dockman's duties will perform the actual slinging or unslinging

Furthermore, it should be indicated that regular warehousemen are entitled to 40 hours guaranteed of work per week, paid holidays and vacation pay whereas, longshoremen do *not* enjoy any of those benefits.

## PACIFIC COAST AND HAWAII

## EUREKA, CALIFORNIA

- (1) Port of Eureka, California.
- (2) Terminal facilities in the Port.
  - A. Crown Simpson Pulp Mill
  - B. Louisiana Pacific Redwood Dock
  - C. Louisiana Pacific Chip Dock
  - D. Humboldt Dock and Shipping
  - E. Eureka Forest Products
  - F. Olson Terminals
  - G. Kramer Lumber Sales

At all of the above terminal facilities, longshoreman work begins at ship's tackle. All work performed on the docks is by terminal personnel and carried on separate payrolls with no connection with ILWU. Stevedores, or PMA organizations.

- (3) Maintenance or gearman work on the vessel or in the gear locker only. No work is performed at any terminal.
- (4) Cargo checkers work only on the vessel. No checkers work at the terminal or the warehouse.
- (5) All truck and car loading/unloading work is done by the terminal employees on the terminal payroll.

The only exception to the above would be when discharging containers. Direct transfer is performed by terminal employees. Only on rare occasions is it necessary to have to take containers into the yard and reload at a later date. When this does happen, we add one longshoreman per truck as ghost riders.

## PACIFIC COAST AND HAWAII (Container Cargo)

The following relates to container cargo handling performed at various ports on the Pacific Coast and at Honolulu, Hawaii where the container terminal operator and stevedore employer are the same legal entity. The Pacific Coast ports involved are Oakland and Los Angeles, the major container ports on the Pacific Coast, with Los Angeles being second only to the Port of New York nationwide.

1. *Container Vessel Stevedoring:*

I.L.W.U. longshore labor comprise the CVS group and move containers between the vessel and the point of rest in an area designated as the Container Yard.

2. *Container Yard:*

I.L.W.U. terminal workers handle the cargo after receipt from the CVS group and deliver containers to the consignee or its truckman, or receive cargo from shippers. CVS personnel also transport containers between the Container Yard and the Container Freight Station. On some occasions when containers are pre-positioned on wheels teamster union drivers may proceed directly to the CY and hook up awaiting containers.

3. *Payroll and Allocation:*

CVS and CY personnel are paid from separate payrolls and there is not interchange of functions between the CVS and CY groups.

4. *Container Freight Station:*

This is the area where containers are stuffed and stripped by I.L.W.U. labor. CFS personnel may not engage in CVS or CY activities. In some instances teamster labor unloads or loads trucks at the CFS at the direction of CFS employees. Each CFS is manned by a separate work force and paid from a CFS payroll.